

RETURNABLE DOCUMENTS

Volume 2 of 3: Part A



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DBN23/10/02

PROCUREMENT DOCUMENTS

FOR THE

DEPARTMENT PUBLIC WORKS AND INFRASTRUCTURE

AT

**SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX –
COMPLETE REPAIRS AND RENOVATIONS TO BUILDING**

IN

KWAZULU-NATAL

VOLUME 2 of 3: RETURNABLE DOCUMENTS

Department Public Works and Infrastructure
Durban Regional Office
Cnr West & Aliwal Street
DURBAN
4001

October 2023

NAME OF BIDDER:

CIDB NO:

CSD SUPPLIER'S NO:

CSD UNIQUE NO:

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VOLUME 2: RETURNABLE DOCUMENTS

T2.1: LIST OF RETURNABLE DOCUMENTS

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender / Quotation no:	DBN23/10/02	Reference no:	6217/0208/26/2
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	43 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	Yes
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		Yes
Declaration EPWP Programme	1 Page	Yes

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

Tender / Quotation no: DBN23/10/02

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .		
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. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	91 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	278 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Tender / Quotation no: DBN23/10/02

Tender document name	Number of pages issued	Returnable document
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Signed by the Tenderer

Name of representative	Signature	Date

C1.1 FORM OF OFFER AND ACCEPTANCE

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

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender / Quotation no:	DBN23/10/02	Reference no:	6217/0208/26/2

OFFER

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

SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING

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

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

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

Company or Close Corporation:
.....
.....
And: Whose Registration Number is:
.....
And: Whose Income Tax Reference Number is:
.....
CSD supplier number:.....

OR

Natural Person or Partnership:
.....
.....
Whose Identity Number(s) is/are:
.....
Whose Income Tax Reference Number is/are:
.....
CSD supplier number:.....

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

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

Tender / Quotation no: DBN23/10/02

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" Page 2 of 4

Tender / Quotation no: DBN23/10/02

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

.....

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

Tender / Quotation no: DBN23/10/02

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	<i>Corner Aliwal and West Street DURBAN 4001</i>

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

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

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

**T2.2 RETURNABLE DOCUMENTS REQUIRED FOR
TENDER EVALUATION PURPOSES**

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

- * 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-15.2: 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:**

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

1.5 Breakdown Allocation of Specific Goals Points

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

Table 1

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

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

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

Table 2

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

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

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

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

Table 3

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

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal

- of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which

states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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)
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
<p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p>

PA-16.1 (EC): OWNERSHIP PARTICULARS

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

Project title:	NEWCASTLE SAPS H.J VAN EYK COMPLEX: COMPLETE REPAIR AND RENOVATION TO THE ENTIRE BUILDING
Tender no:	DBN 23/10/02

1. PARTICULARS OF TENDERER

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

Physical Address:	Postal Address:
---	---

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

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

Telephone:	Facsimile:
----------------------------	----------------------------

Is the Tenderer a public* or private company?

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

PA-16.1 (EC): Preference Points Claim Form and Affidavit



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

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

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

PA-16.1 (EC): Preference Points Claim Form and Affidavit



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

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

PA-16.1 (EC): Preference Points Claim Form and Affidavit



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

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

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



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

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

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 1 to 5 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

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

Service	Name	Contact Person	Telephone
Accounting			
Legal			
Auditing			
Banking			
Insurance			

7. DECLARATION:

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

- 7.1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 7.2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2011, and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 7.3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 7.4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 7.5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;
- 7.6 The Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2011 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax), tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore: failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC).

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender / quotation no:	DBN23/10/02	Closing date:	21 November 2023
Advertising date:	27 October 2023	Validity period:	84 Calendar days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Date
Signature	Date

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender / Quotation no:	DBN23/10/02	Reference no:	6217/0208/26/2
Closing date:	21 November 2023		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **06/11/2023**

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:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender no:	DBN23/10/02	Reference no:	6217/0208/26/2

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

**T2.2: RETURNABLE DOCUMENTS THAT WILL BE
INCORPORATED INTO THE CONTRACT**

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender no:	DBN23/10/02	Reference no:	6217/0208/26/2

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

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

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

Name of representative	Signature	Capacity	Date

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

DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender no:	DBN23/10/02	Reference no:	6217/0208/26/2

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

Name of Tenderer	Signature	Date

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

Project title:	SAPS: NEWCASTLE COMPLEX, H.J. VAN ECK COMPLEX- COMPLETE REPAIRS AND RENOVATIONS TO BUILDING		
Tender no:	DBN23/10/02	Reference no:	6217/0208/26/2

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

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

Provide additional list if space provided is insufficient.

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

**T2.2: RETURNABLE DOCUMENTS: OTHER
DOCUMENTS THAT WILL BE INCORPORATED INTO
THE CONTRACT**



DECLARATION – EPWP PROGRAMME

I _____ from company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

1.1 Comply To Implementation Of LIC BOQ Items Specified Elsewhere In The Tender Documents.

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement And Exposure Training Of 80 (Eighty) Participants

2.2 Comply To EPWP BOQ, Specifications And Code Of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement of 80 (Eighty) Local Labourers

3.2 Comply With Applicable Wage Order/Determination or Agreement, In Terms of Labour Relations Act or Wage Act

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly prepare and submit below EPWP reports attached to monthly payments certificate:

4.1 All Employees and EPWP Participants Contracts

4.2 All Employees and EPWP Participants Certified SA ID Copies

4.3 All Employees and EPWP Attendance Register

4.4 All Employees and EPWP Proof of Payment

4.5 EPWP Reports Populated on Standard Templates

5. PENALTIES FOR NON-COMPLIANCE

Acknowledge Non-Compliance Penalty of R2 500-00 (Two Thousand Five Hundred rand) Per Month Per Participant

Signed by : _____
Director of the Company

Company name : _____

Date: : _____

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and general items or section

PSA 8.1.2.2 Tendered sums

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

- risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of this standardized specification, except where provision is made in the Project Specifications to cover compensation for any of these items
- head-office and site overheads and supervision
- profit and financing costs
- expenses of a general nature not specifically related to any item or items of permanent or temporary work
- providing facilities on site for the Contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of these facilities and the cleaning-up of the camp site on completion of the Works
- providing facilities for the Engineer and his staff as specified in SANS 1200 AB and in these Project Specifications
- complying with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these Bills of Quantities.
- identifying a minimum of **80 youth** workers from DoL or NYDA database of unemployed and employing them at the MINMEC rates for a period of 12 months and training them as per specification SL.
- liaising and co-ordinating with the DPW representative with regard to the recruitment and the selection of youth workers, employment and training of the identified youth workers.
- availing the services of an adequately qualified foreman specifically for the EPWP-NYS youth workers to act as their construction supervisor for the duration of on-site training. This foreman will be responsible for continuously training, mentoring and monitoring the progress of the youth workers and to address questions and issues that may arise from the youth workers.

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF THIS SUB CLAUSE WITH THE FOLLOWING: "Fixed charges in respect of item 8.3.1 will be paid as follows:

Eighty per cent (80%) of the tendered amount will be paid as soon as the facilities have been established and approved and the youth workers from the priority list have been appointed. The residual twenty per cent (20%) will be paid as soon as the work is completed, the facilities have been removed and the camp site has been vacated and cleaned.

The amount which is tendered in terms of item 8.3.2 will be paid as follows:

- (a) An amount equal to fifteen per cent (15%) of the tender price VAT excluded will be paid as soon as the facilities have been provided and approved.
- (b) The balance of the tendered amount for item 8.3.2 will be paid in two separate payments as follows:
 - (i) The first payment will be ninety per cent (90%) of the balance and will be paid when the amount certified for payment, including retention, but excluding the amount for this first payment exceeds twenty per cent (20%) of the tender price.
 - (ii) The remaining ten per cent (10%), will be made when the Works have been certified as completed and the Contractor has fulfilled all his obligations to date in terms of this specification, the General Conditions of Contract and the Contract Data.

ADDITIONAL SPECIFICATION**SL EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS)****CONTENTS**

SL 01	SCOPE
SL 02	TERMINOLOGY AND DEFINITIONS
SL 03	APPLICABLE LABOUR LAWS
SL 04	EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP
SL 05	EMPLOYER'S RESPONSIBILITIES
SL 06	PLACEMENT OF RECRUITED YOUTH WORKERS
SL 07	TRAINING OF YOUTH WORKERS
SL 08	BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA
SL 09	CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR
SL 10	PROVINCIAL RATES OF PAY
SL 11	MEASUREMENTS AND PAYMENT
EXAMPLE	EPWP-NYS EMPLOYMENT AGREEMENT

SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated by the DPW representative. This DPW representative will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 9 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. The contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

SL 02 TERMINOLOGY AND DEFINITIONS**SL 02.01 TERMINOLOGY**

- | | | |
|-----|------|--|
| (a) | SPWP | The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities. |
| (b) | EPWP | Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet. |
| (c) | UYF | Umsobumvu Youth Fund. |
| (d) | DOL | Department of Labour. |

SL 02.02 DEFINITIONS

- | | | |
|-----|---------------------|--|
| (a) | “employer” | means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme. |
| (b) | “client” | means the Department of Public Works. |
| (c) | “ worker / trainee” | means any person working or training in an elementary occupation on a SPWP. |

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

In this specification –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department that hires workers to work in elementary occupations on a SPWP;
- (c) “worker” means any person working in an elementary occupation on a SPWP;
- (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;
- (e) “management” means any person employed by a department or implementing agency to administer or execute a SPWP;
- (f) “task” means a fixed quantity of work;
- (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;
- (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;
- (i) “time-rated worker” means a worker paid on the basis of the length of time worked
- (j) “Service Provider” means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

- (a) An employer may not set tasks or hours of work that require a worker to work—
 - (i) more than forty hours in any week
 - (ii) on more than five days in any week; and
 - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

SL 04.06 DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 WEEKLY REST PERIOD

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.
- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
 - (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.

SL.7

- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
 - (i) four weeks before the expected date of birth; or
 - (ii) on an earlier date –
 - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (2) if agreed to between employer and worker; or
 - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
 - (i) when the employee's child is born;
 - (ii) when the employee's child is sick;
 - (iii) in the event of the death of –
 - (1) the employee's spouse or life partner

- (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –
- (i) the employer's name and address and the name of the SPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
- (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;
 - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.

SL.9

- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
 - (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
 - (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.

- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the type of work performed by the worker and career progress;
 - (v) any training received by the worker as part of the SPWP;
 - (vi) the period for which the worker worked on the SPWP;

- (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a example contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific environment that they are involved in.
- (i) provide overall supervision, training and day-to-day administrative management of youth workers under employment of main contractor and/or sub-contractors; daily control over tools/equipment; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by DPW.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 55% females; 45% males
 - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in subclause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in subclauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by DPW and as set out in subclause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress – daily supervision and assessment;
 - EPWP Employment Agreement, and
 - list of small trade tools (daily control);
 - Certificate of service (reference letter)
 must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

- Life skills;
- On the job training
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- Youth workers shall be employed on the projects for a minimum of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

(a) Life skills training

All youth workers are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide youth workers with on-the-job training including mentoring enabling them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for further skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

SL 08.01 PREAMBLE

The *Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes* encourages:

- optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

- (a) The youth workers of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS.
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

- (e) The proposed targets as set out in sub clause SL 06 (c)
- 100% youth from 18 to 35 years of age;
 - 60% women;
 - 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP-NYS receive a minimum of **R 110.00** per day whilst working and whilst on training or prescribed minimum wage according to the latest Ministerial Determination in ALL provinces. Should youth workers be attending training whilst employed (during the six months on-site period) by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive life skills and technical training is **80**

**SL 11.01 PAYMENT FOR TRAINING OF YOUTH WORKERS
(TARGET: - **80** YOUTH WORKERS)**

SL 11.01.01 Skills development and technical training for youth workers for an average of 66 days per youth worker.....Unit: Prov.Sum

SL 11.01.02 Payment reduction due to not meeting the target as in SL 11.01.01.....Unit: Youth worker
LESS R 2420 per youth worker

SL 11.01.03 Profit and attendance (on item 1 above)..... Unit: %

SL 11.02 EMPLOYMENT OF YOUTH WORKERS

SL 11.02.01 Employment of youth workers.....Unit: PC Sum

The unit of measurement shall be the number of youth workers at the labour rate of **R 110-00 per day** as the amount agreed by MINMEC multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.02.02 Profit and attendance Unit: %

SL 11.03 PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS

SL 11.03.01 Supply 2 x EPWP branded overalls, 1 pair of safety boots and 1 x EPWP branded hard hat to youth each youth worker ...(allowed **R 1 000-00 / youth worker**).....Unit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). **A minimum of two overalls per youth worker should be supplied.** Hard hats should be as per the EPWP branding specification.

SL 11.03.02 Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities is for the supply of EPWP designed overalls and hard hat, as per the EPWP branding specification provided by the DPW EPWP unit. The DPW representative will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

SL 11.04 **PROVISION OF SMALL TOOLS FOR YOUTH WORKERS**

SL 11.04.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the DPW representative. These tools will become the property of the youth workers after the completion of the programme...(allowed **R 2 000-00** / youth worker)Unit: PC.Sum

SL 11.04.02 Profit and attendance..... Unit: %

SL 11.05 **LIAISON WITH SERVICE PROVIDER**.....N/A

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

SL 11.06 **TRAVELLING DURING TRAINING**

SL 11.06.01 Travelling during on-site training when necessitated by location of site.

EPWP - NYS AGREEMENT
LIMITED DURATION CONTRACT OF EMPLOYMENT
[Example]
FOR
EXPANDED PUBLIC WORKS PROGRAMME
BETWEEN

Company Name:
(herein after referred to as the "contractor")

Company Address:

Contract Name:

AND

Surname and Name/s
(hereinafter referred to as the "Youth worker")

Residential Address:

ID number:

1. The contractor hereby appoints the Youth worker in terms of a Limited Duration Contract, to work as a youth worker within a Special Public Works Programme (SPWP) Project.
2. This contract must be read in conjunction with the standard terms and conditions of employment applicable to a SPWP, a copy of which is attached.
3. The project where you will be employed is referred to as
and is located at
4. The contract will start onand end on.....

5. You must be aware that **this contract is a Limited Duration Contract and not a permanent job**. Your minimum period of employment will be 6 months and the contract may be terminated for one of the following reasons:
- (a) Funding for the programme in your areas comes to an end.
 - (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c) If you breach any of the terms and conditions of this contract.
6. You will be employed as a general worker within the contract, you may, depending on the contractor's operational needs, be required to perform other duties that can be reasonably expected of you.
7. You will adhere to the contractors' disciplinary code.
8. You will be required to work your daily hours from to which included your meal break.
9. While you are working you will report to
10. You will be paid a time-rate amount of $\frac{R2420.00}{Workingdays} = (R 110)$ per day.
Or $\frac{R(rate)perday}{8hours} = R$ per hour
11. The contractor shall not be required to provide to local workers:
- holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.
12. Signed on this day of 20.....

Contractor: Date:

Youth Worker: Date:

Witness: Date: