



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER No: KIM 01/2025

WCS: 055327

CLOSING DATE: 07 November 2025

PROCUREMENT DOCUMENTS

VOLUME 2: RETURNABLE DOCUMENTS

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE: KIMBERLEY

KIMBERLEY DPWI: DEMOLITION OF DILAPIDATED STRUCTURES:

ERF 9649, 9650, 9651 AND 9653

<u>Prepared for:</u>	<u>Professional Team:</u>
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October 2025

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T2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<i>insert project description</i>		
Tender / Quote no:		Reference no:	
Receipt Number:	<i>insert receipt number</i>		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
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)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		No
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	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		
Priced Bills of Quantities C2.2	70 pages	
Special Conditions of Tender		

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

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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

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>)	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)	Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No

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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:	Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653		
Tender / Quotation no:	KIM 01/2025	Reference no:	19/2/4/2/2327/505

OFFER

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

The demolition of heritage-protected, single-storey structures constructed of reinforced concrete, brickwork (plastered and painted and some other finishes), and timber structures like roofing.

Site works include:

-  Disconnection of services (electricity, water, sewer, telecoms) with proper liaison with the local authority.
-  Asbestos identification, removal, and disposal (if applicable)
-  Manual and mechanical demolition (using small/medium plant)
-  Protection of adjoining 4-storey building in terms of lateral support.
-  Removal and lawful disposal of all rubble and materials (disposal sites as authorised by the local authority)
-  Site rehabilitation as directed and stormwater management

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

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

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

Rand (in figures) R

Rand (in words).....

.....

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:.....	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:.....
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*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

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

For Internal & External Use

Tender / Quotation no: KIM 01/2025

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"
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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"

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

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"

C2.2 Bill of Quantities

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 1</u> <u>BILL NO.1 : PRELIMINARIES</u> <u>MEANING OF TERMS 'TENDER / TENDERER'</u> Any reference to the words 'Tender' or 'Tenderer' herein and/or in any other documentation shall be construed to have the same meaning as the words 'Bid' or 'Bidder'. <u>PRELIMINARIES</u> The JBCC Preliminaries Series 2018 Principal Building Agreement (Edition 6.2 May 2018) prepared by the Joint Building Contract Committee shall be the applicable building agreement, amended as hereinafter described. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable" Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preamble shall take precedence over the provision of the said Model Preambles

The contractor/s prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specification given in the said Model Preambles and in any supplementary preambles

These clauses are referred to by number and heading only.

Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

Carried to Collection

R

Section No. 1
Bill No. 1
Preliminaries and General

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

A1.0 DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:

"COMMENCEMENT DATE" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule

Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "Corrupt Practice" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "Fraudulent Practice" is added:

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Section No. 1
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	"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition. Clause 1.1 Definition of "Interest" is amended by replacing it with the following: "INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following: "PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule Clause 1.1 Definition of "Security" is amended by replacing it with the following: "SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax" Clause 1.6.4 is amended by replacing it with the following:			
	Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

1	No clause F: V: T: <u>OBJECTIVE AND PREPARATION</u> <u>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</u>	Item		
2	Clause 2.0 F: V: T: <u>A3.0 DOCUMENTS</u> <u>Clause 3.0</u> Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.	Item		
3	Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer" F: V: T: <u>A4.0 DESIGN RESPONSIBILITY</u>	Item		
4	Clause 4.0 Clause 4.3 is amended by replacing it with the following: No clause. F: V: T:	Item		
Carried to Collection			R	
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	<u>A5.0 EMPLOYER'S AGENTS</u> 5 Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 F: V: T: <u>A6.0 SITE REPRESENTATIVE</u> 6 Clause 6.0 F: V: T: <u>A7.0 COMPLIANCE WITH REGULATIONS</u> <u>Clause 7.0</u> Note: A separate clause has been included in Section C: 7 Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification. F: V: T: <u>A8.0 WORKS RISK</u> 8 Clause 8.0 F: V: T: <u>A9.0 INDEMNITIES</u> 9 Clause 9 F: V: T: <u>A10.0 WORKS INSURANCES</u> Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item Item Item Item Item		
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Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary

(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works

(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6

(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

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Preliminaries and General

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable (c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor (d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion (e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed (f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works 10.7 High risk insurance		R
Carried to Collection		
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	In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: 10.7.1 Damage to the works The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary. When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs. 10.7.2 Injury to persons or loss of or damage to property The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.			
	Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

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12	<u>A12.0 EFFECTING INSURANCES</u> Clause 12.0 F: V: T: <u>A13.0 No clause</u> <u>A14.0 SECURITY</u> <u>Clause 14.0</u> Causes 14.1 - 14.8 are amended by replacing them with the following: 14.1 In respect of contracts with a contract sum up to R1 million the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in the payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contractors with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6 or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from the commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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	14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum. (excluding VAT) has been selected: 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date. 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor. 14.3.5 The employer shall be entitled to recover the expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor. 14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party 14.4 Where security as variables construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:			
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	14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement day 14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender 14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring 14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee 14.5 Where security as fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected: 14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT) 14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion 14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring 14.5.4 The payment reduction of the value certified in the payment certificate shall be in terms of 31.8 (A) and 34.8 Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General			
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	14.5.5 Where the employer has the right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the construction guarantee or may recover from the payment reduction or may be both 14.6 Where security as cash deposit of five per cent (5%) of the contract sum (excluding VAT) and payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected: 14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date 14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor 14.6.3 The payment reduction of value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A) 14.6.4 Where the employer has the right of recovery against the contractor in terms of 33.0 the employer may issue a written demand in terms of 33.4 or may recover from the payment reduction or may be both 14.7 Where security as payment reduction of ten per cent (10%) of the value certified in payment certificate (excluding VAT) has been selected: 14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)			
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13	14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provision of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor 14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement 14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT) whereafter 14.7 shall be applicable F: V: 73000..... T: <u>EXECUTION</u> <u>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</u> <u>Clause 15.0</u> Clause 15.1.1 is amended by replacing it with: No clause Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0 Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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	Clause 15.2.1 is amended by replacing it with the following clause: 14 Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4 F: V: T: <u>A16.0 ACCESS TO THE WORKS</u> 15 Clause 16.0 F: V: T: <u>A17.0 CONTRACT INSTRUCTIONS</u> <u>Clause 17.0</u> 16 Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors" F: V: T: <u>A18.0 SETTING OUT OF THE WORKS</u> 17 Clause 18.0 F: 5000..... V: T: 25000..... <u>A19.0 ASSIGNMENT</u> 18 Clause 19.0 F: V: T: <u>A20.0 NOMINATED SUBCONTRACTORS</u> <u>Clause 20.0</u> Clause 20.1.3 is amended by replacing it with the following:	Item		
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<u>A25.0 WORKS COMPLETION</u>				
24	Clause 25.0 F: V: T: 10000.....	Item		
<u>A26.0 FINAL COMPLETION</u>				
25	Clause 26.0 Clause 26.1.2 is amended by inserting "#" next to 26.1.2 F: V: T:	Item		
<u>A27.0 LATENT DEFECTS LIABILITY PERIOD</u>				
26	Clause 27.0 F: V: T:	Item		
<u>A28.0 SECTIONAL COMPLETION</u>				
27	Clause 28.0 F: V: T:	Item		
<u>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</u>				
28	Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause F: V: T:	Item		
<u>A30.0 PENALTY FOR NON-COMPLETION</u>				
29	Clause 30.0 F: V: T:	Item		
<u>PAYMENT</u>				
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A31.0 INTERIM PAYMENT TO THE CONTRACTOR**Clause 31.0**

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full.

The value certified shall be subject to the following percentage adjustments:

31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer.

In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate

Alternative B**Carried to Collection****R**

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30	31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments 31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion 31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion 31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6 31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate Clause 31.12 is amended by deleting the following: Payment shall be subject to the employer giving the contractor a tax invoice for the amount due F: V: T: <u>A32.0 ADJUSTMENT TO THE CONTRACT VALUE</u> <u>Clause 32.0</u> Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item	R	
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31	"due to no fault of the contractor" F: V: T: <u>A33.0 RECOVERY OF EXPENSE AND LOSS</u>	Item		
32	Clause 33.0 F: V: T: <u>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</u> <u>Clause 34.0</u> Clause 34.1 is amended by removing "#" next to 34.1 Clause 34.2 is amended by removing "#" next to 34.2 Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"	Item		
33	Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty-one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due" F: V: T: <u>A35.0 PAYMENT TO OTHER PARTIES</u>	Item		
34	Clause 35.0 F: V: T: <u>CANCELLATION</u> <u>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</u>	Item		
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	<u>Clause 36.0</u> Clause 36.1 is amended by the addition of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer" Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. 35 The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever F: V: T:	Item		
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<u>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</u> <u>Clause 37.0</u> Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. 36 The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever F: V: T: - Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		Item			

	<u>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</u> <u>Clause 38.0</u> Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. 37 The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever F: V: T: <u>A39.0 CANCELLATION - CESSATION OF THE WORKS</u> <u>Clause 39.0</u> 38 Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report" F: V: T: <u>DISPUTE</u> <u>A40.0 DISPUTE SETTLEMENT</u> <u>Clause 40.0</u> Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item	Item	
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	Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: 39 Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs F: V: T: <u>SUBSTITUTE PROVISIONS</u> <u>A41.0 STATE CLAUSES</u> 40 Clause 41.0 F: V: T: <u>CONTRACT VARIABLES</u> <u>A42.0 THE SCHEDULE (DPW-04EC)</u> <u>Clause 42.0</u> 41 Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract F: V: T: <u>SECTION B: JBCC PRELIMINARIES</u> <u>B1.0 DEFINITIONS AND INTERPRETATION</u>	Item		
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	<u>B1.1 Definitions and interpretation</u> 42 See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section. F: V: T: <u>B2.0 DOCUMENTS</u> 43 B2.1 Checking of documents F: V: T: 44 B2.2 Provisional bills of quantities F: V: T: 45 B2.3 Availability of construction documentation F: V: T: 46 B2.4 Interests of agents F: V: T: 47 B2.5 Priced documents F: V: T: <u>B2.6 Tender submission</u> 48 Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)" F: V: T: Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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	<u>B3.0 THE SITE</u>				
49	B3.1 Defined works area F: V: T:	Item			
50	B3.2 Geotechnical investigation F: V: T:	Item			
51	B3.3 Inspection of the site F: V: T:	Item			
52	B3.4 Existing premises occupied F: V: T:	Item			
53	B3.5 Previous work - dimensional accuracy F: V: T:	Item			
54	B3.6 Previous work - defects F: V: T:	Item			
55	B3.7 Services - known F: V: T:	Item			
56	B3.8 Services - unknown F: V: T:	Item			
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57	B3.9 Protection of trees F: V: T:	Item		
58	B3.10 Articles of value F: V: T:	Item		
59	B3.11 Inspection of adjoining properties F: V: T:	Item		
<u>B4.0 MANAGEMENT OF CONTRACT</u>				
60	B4.1 Management of works F: V: T: 432600.15.....	Item		
61	B4.2 Programme for the works F: V: T:	Item		
62	B4.3 Progress meetings F: V: T:	Item		
63	B4.4 Technical meetings F: V: T:	Item		
64	B4.5 Labour and plant records F: V: T:	Item		
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<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>				
65	B5.1 Samples of materials F: V: T:	Item		
66	B5.2 Workmanship samples F: V: T:	Item		
67	B5.3 Shop drawings F: V: T:	Item		
68	B5.4 Compliance with manufacturers' instructions F: V: T:	Item		
<u>TEMPORARY WORKS AND PLANT</u>				
69	B6.1 Deposits and fees F: V: T:	Item		
70	B6.2 Encloser of the works F: V: T:	Item		
71	B6.3 Advertising F: V: T:	Item		
72	B6.4 Plant, equipment, sheds and offices F: 10000..... V: T: 260000.....	Item		
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73	B6.5 Main notice board F: 30000..... V: T:	Item		
74	B6.6 Subcontractors' notice board F: V: T:	Item		
<u>B7.0 TEMPORARY SERVICES</u>				
75	B7.1 Location F: V: T:	Item		
76	B7.2 Water F: 5000..... V: 95000..... T:	Item		
77	B7.3 Electricity F: 5000..... V: 35000..... T:	Item		
78	B7.4 Telecommunication facilities F: 5000..... V: T: 10000.....	Item		
79	B7.5 Ablution facilities F: 15000..... V: T: 20000.....	Item		
<u>PRIME COST AMOUNTS</u>				
80	B8.1 Responsibility for prime cost amounts F: V: T:	Item		
<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>				
81	B9.1 General Attendance F: V: T:	Item		
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82	B9.2 Special Attendance F: V: T:	Item		
83	B9.3 Commissioning - fuel, water and electricity F: V: T:	Item		
<u>B10.0 FINANCIAL ASPECTS</u>				
84	B10.1 Statutory taxes, duties and levies F: V: T:	Item		
<u>B10.3 Adjustment of preliminaries</u>				
85	Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document" F: V: T:	Item		
86	B10.4 Payment certificate cash flow F: V: T:	Item		
<u>B11.0 GENERAL</u>				
87	B11.1 Protection of the works F: V: T:	Item		
88	B11.2 Protection/isolation of existing/sectionally occupied works F: V: T:	Item		
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89	B11.3 Security of the works F: V: T: 120000.....	Item		
90	B11.4 Notice before covering work F: V: T:	Item		
91	B11.5 Disturbance F: V: T:	Item		
92	B11.6 Environmental disturbance F: V: T:	Item		
93	B11.7 Works cleaning and clearing F: V: T: 90000.....	Item		
94	B11.8 Vermin F: V: T:	Item		
95	B11.9 Overhand work F: V: T:	Item		
96	B11.11 As built information F: V: T:	Item		
97	B11.12 Tenant installations F: V: T:	Item		
<u>SCHEDULE OF VARIABLES</u>				
Schedule of variables:				
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98	<u>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries</u> Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets F: V: T: <u>12.1 PRE-TENDER INFORMATION</u> 12.1.1 Provisional bills of quantities [2.2] The quantities are provisional (Yes/No) = Yes 12.1.2 Availability of construction documentation [2.3] Construction documentation is not complete (Yes/No) = No 12.1.3 Interests of agents [2.4] Details: 12.1.4 Defined works area [3.1] Details: 12.1.5 Geotechnical investigation [3.2] Details = There is no investigation attached nor carried out on site 12.1.6 Existing premises occupied [3.4] Specific requirements: Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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	12.1.7 Previous work - dimensional accuracy [3.5] Details: The contractor is responsible for the accuracy and in the event that existing work done prior the site possession is inaccurate, the contractor is to inform the principal agent immediately 12.1.8 Previous work - defects [3.6] Details: 12.1.9 Services - known [3.7] Details: 12.1.10 Protection of trees [3.9] Specific requirements: The contractor is to preserve all trees on site and is to request instruction from the Principal Agent where trees are constricting the work areas or progress of work. 12.1.11 Inspection of adjoining properties [3.11] Specific requirements: The contractor is to ensure that no harm comes to adjoining buildings or property during the progress of the works. 12.1.12 Enclosure of the works [6.2] Specific requirements: The contractor is to enclose the works in the manner necessary to prevent members of the public, the client's workers or any other persons from being hurt due to coming into areas where construction activities are under way. 12.1.13 Offices			
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	Option C - by employer (metered) = No 12.1.17 Electricity [7.3] Option A - by Contractor = Option A Applicable Option B - by employer = (free of charge) = No Option C - by employer = (metered) = No 12.1.18 Telecommunications [7.4] Telephone (Yes/No) = Yes Facsimile (Yes/No) = No 12.1.19 Ablution facilities [7.5] Option A (by contractor) (Yes/No) = Option A Applicable Option B (by employer) (Yes/No) = No 12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required (Yes/No) = Yes 12.1.21 Special attendance [9.2] Subcontractor (1) details = Not applicable 12.1.22 Protection of the works [11.1] Specific requirements: All precautions are to be taken to prevent damage or harm to the works. The client is to be indemnified against any and all eventualities. The existing buildings are to be insured against damage by the employer. However the contractor is to take all necessary precautions to prevent damage to existing buildings and property whilst he is in possession of the site. Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General			
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12.1.23 Disturbance [11.5] Specific requirements: The contractor shall keep the site, structures, etc. well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent 12.1.24 Environmental disturbance [11.6] Specific requirements: The contractor is to ensure that no environmental damage occurs on or over the site during the execution of the works and whilst he is in possession of the site. All precautions are to be taken to ensure that the water, soil, vegetation and air on and over the site are not contaminated whilst the contractor is in possession of the site. <u>12.2 POST-TENDER INFORMATION</u> 12.2.1 Payment of preliminaries [10.2] Option A (prorated) (Yes/No) Option B (calculated) (Yes/No) 12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (Yes/No) Option B (detailed breakdown) (Yes/No) 12.2.3 Additional agreed preliminaries items Details: <u>SECTION C: SPECIFIC PRELIMINARIES</u> Section C: Specific Preliminaries: Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General			
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99	<u>C1 CONTRACT DRAWINGS</u> * The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent. F: V: T:	Item		
100	<u>C2 GENERAL PREAMBLES</u> The document "Construction Works: Specifications: Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za/) under "Consultants in conjunction with the bills of quantities / lump sum the full descriptions of work to be done and material: The document "Construction Works: Specifications: B) Edition 2.0" is issued together with the drawings and with the drawings and the bills of quantities / lump sum F: V: T:	Item		
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	<u>C3 TRADE NAMES</u> <u>Wherever a trade name for any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</u> 101 If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for F: V: T: <u>C4 IMPORTED MATERIALS AND EQUIPMENT</u> <u>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</u> 102 Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable) F: V: T: <u>C5 VIEWING THE SITE IN SECURITY AREAS</u> 103 The site is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the site for tendering purposes F: V: T: Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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		Item		
			R	

	<u>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</u> 104 As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account F: V: T: <u>C7 ENTRANCE PERMITS TO SECURITY AREAS</u> 105 As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer F: V: T: <u>C8 SECURITY CHECK OF PERSONNEL</u> Details: <u>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</u> 106 In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works F: V: T: Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
			R	

	<u>C9 PROHIBITION ON TAKING OF PHOTOGRAPHS</u> <u>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</u> 107 The same prohibition is also applicable to all correctional institutions in terms of article 44.1 (e) of the Correctional Services Act 8 of 1959 F: V: T: <u>C10 HIV/AIDS AWARENESS</u> It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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108	<u>C10.1 AWARENESS CHAMPION</u> Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification F: V: T:	Item		
109	<u>C10.2 AWARENESS WORKSHOPS</u> Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification F: V: T:	Item		
110	<u>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC.</u> Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification F: V: T:	Item		
111	<u>C10.4 ACCESS TO CONDOMS</u> Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification F: V: T:	Item		
	Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

112	C10.5 MONITORING	Item			
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification				
	F: V: T:				
Carried to Collection					R
Section No. 1 Bill No. 1 Preliminaries and General					

	<u>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</u> <u>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</u> It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. 113 Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. F: V: T: <u>The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</u> It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General	Item		
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	The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. 114 Refer to the attached specification at the back of these bills of quantities F: 10000..... V: T: 120000..... <u>EPWP</u> Expanded Public works programme: 115 The contractor is to keep records of labour in terms of labour employed and submit labour records from a reliable payroll system that corresponds with the South African law governing labour records. F: V: T:	Item		
	Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

	<u>EPWP fortnightly reporting:</u> 116 The Tenderer is to submit a monthly report on the template available from the Principal Agent at the site handover, which requires labour amounts spent and reported demographically, geographically and also values spent on EPWP labour. F: V: T: <u>Asbestos</u> 117 Without limiting the provision of clause C11, the contractor's attention is drawn to the provisions of the Asbestos compliance. The contractor is to refer to the latest Asbestos regulations including the Asbestos abatement regulations of 2020 as published under Government Notice R1196 in GG 43893 and the project specific Asbestos specification included herein. The contractor shall price this item for working in close proximity of Asbestos on site. F:..... V:..... T:..... <u>Demolition work</u> 118 (Construction Regulation 12). The contractor shall, before any demolition work carried out, submit all method of demolition to be used. The method shall form part of health and safety plan and file. F:..... V:..... T:.....	Item		
	Carried to Collection Section No. 1 Bill No. 1 Preliminaries and General		R	

Carried Forward

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Section No. 1 Bill No. 1 Preliminaries and General <u>COLLECTION</u>	Brought Forward	Page No	R	Amount
Section No. 1 Bill No. 1 Preliminaries and General	Carried to Final Summary	Page No	R	Amount

Carried to Collection

7. Allow for watering the works sufficiently to prevent nuisance from dust. 8. All alteration works described hereunder shall imply the use of an approved screed or plaster repairing compound and preparing existing surfaces to receive new. 9. All alteration work is within an existing facility. The contractor shall take utmost care to minimise damage to existing completed works in the vicinity of the alteration works. 10. OLD MATERIALS TO BECOME THE PROPERTY OF THE CONTRACTOR: Old materials from alterations, except where described to be re-used or handed over, become the property of the contractor. 11. OLD MATERIALS TO BE CARTED AWAY: Old materials from the alterations, except where described to be re-used or handed over, as well as all rubbish, etc., must be regularly carted from the site and not be allowed to accumulate on or around the site. 12. OLD MATERIALS NOT TO BE RE-USED: None of the old materials are to be used for new work except where specifically described as being set aside for re-use. 13. HANDING OVER OF MATERIALS: Where certain materials or articles from demolitions or alterations are described as to be handed over by the Contractor to the Client, such materials or articles shall be properly stored by the Contractor, until handing over thereof. The Contractor must obtain an official receipt listing the materials or articles and dates of handing over. If the Contractor fails to submit the receipt when requested to do so, it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Client for the full replacement value thereof, which amount will be deducted from any monies due to the Contractor.			
Carried to Collection Section No. 2 Bill No. 1 Alterations		R	

<u>DEMOLITIONS</u>					
1	Demolish existing rectangular shaped single storey structure including foundations and cart away all material including sealing off existing services, etc. Building comprising a double pitched IBR roof, timber trusses and battens, plastered and painted walls externally and internally. size overall 19.30 x 10.30 x 3.00m high complete (erf 9650).	No	1		
2	Provide the sum of R4,537.50 (Four Thousand Five Hundred Thirty Seven and Fifty Cents) for municipal and physical disconnection of services executed in full for the building described in item 1.	No	1		
3	Demolish existing rectangular shaped single storey structure including foundations and cart away all material including sealing off existing services, etc. Building comprising a double pitched IBR roof, timber trusses and battens, plastered and painted walls externally and internally. size overall 21.80 x 27.30 x 3.00m high complete (erf 9651).	No	1		
4	Provide the sum of R4,537.50 (Four Thousand Five Hundred Thirty Seven and Fifty Cents) for municipal and physical disconnection of services executed in full for the building described in item 3.	No	1		
5	Demolish existing rectangular shaped single storey structure including foundations and cart away all material including sealing off existing services, etc. Building comprising a double pitched IBR roof, timber trusses and battens, plastered and painted walls externally and internally. size overall 15.50 x 11.70 x 3.00m high complete (erf 9651).	No	1		
6	Provide the sum of R4,537.50 (Four Thousand Five Hundred Thirty Seven and Fifty Cents) for municipal and physical disconnection of services executed in full for the building described in item 5.	No	1		
7	Demolish existing rectangular shaped single storey structure including foundations and cart away all material including sealing off existing services, etc. Building comprising a double pitched IBR roof, timber trusses and battens, plastered and painted walls externally and internally. size overall 8.45 x 4.14 x 3.00m high complete (erf 9651).	No	1		
Carried to Collection				R	
Section No. 2					
Bill No. 1					
Alterations					

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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 3</u>			
	<u>EXTERNAL WORKS</u>			
	<u>BILL NO. 1</u>			
	<u>ROADS, PARKING, ETC.</u>			
	<u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u>			
	<u>DEMOLITIONS</u>			
1	Take out and remove tree with trunk not exceeding 1000mm girth including excavating and removing of roots, filling hole with clean dry earth filling and compacting to road side walk specification.	No	1	
2	Take out and remove tree with trunk exceeding 1000mm but not exceeding 1500mm girth including excavating and removing of roots, filling hole with clean dry earth filling and compacting to road side walk specification.	No	1	
	<u>Sub-base course:</u>			
3	Selected earth filling (Type G5 from commercial sources) supplied by the Contractor and spread, level, water and compact in layers not exceeding 150mm thick to 95% modified AASHTO density.	m3	619	
	<u>Compaction of surfaces:</u>			
4	Rip and scarify top surface of excavated area to a depth of 150mm and compact to 90% modified AASHTO density.	m2	3 592	
	<u>Density Tests:</u>			
5	Modified AASHTO density tests.	No	35	
	Carried to Collection		R	
	Section No. 3			
	Bill No. 1			
	Roads Pathways, etc			

<u>SOIL POISONING</u>					
<u>Chlordane soil insecticide:</u>					
6	Under paving, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming.	m2	326		
<u>PRECAST CONCRETE</u>					
<u>(CPAP WORK GROUP NO. 112)</u>					
<u>Precast concrete block road surfacing</u>					
Paving is to be laid in accordance with SABS 1200 MJ, SABS 1058 and Concrete Masonry Association's specifications					
Paving is to be laid on 25mm (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere) (deemed to be included in the rate below).					
Clean sand is to be swept into joints between roadstones (deemed to be included in the rate below).					
<u>Concrete block paving composed of 60mm thick standard coloured interlocking precast concrete blocks bedded on and including 20mm thick bed of river sand:</u>					
7	Paving to parking, etc. to falls including any consequent cutting.	m2	300		
8	Paving to pavements, sidewalks, etc. to falls including any consequent cutting.	m2	26		
<u>KERBS</u>					
<u>200 x 300mm Mountable concrete kerb (SABS 927 Fig. 8) jointed and pointed in 5:1 cement mortar and bedded in concrete, including all angles, ends, excavation, concrete haunching, etc.:</u>					
9	Kerbs laid straight.	m	200		
Carried to Collection				R	
Section No. 3					
Bill No. 1					
Roads Pathways, etc					

Section No. 3			
Bill No. 1			
Roads Pathways, etc			
<u>COLLECTION</u>			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 3</u> <u>BILL NO. 2</u> <u>STORMWATER DRAINAGE, SOIL DRAINAGE & WATER SUPPLY</u> <u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u> <u>Drainage, etc.:</u> For Supplementary Preambles refer to the "Plumbing and Drainage" bill.			
	<u>STORMWATER DRAINAGE</u> <u>Stormwater Channels, etc.</u> 1 V-shaped 1000mm wide x 125mm thick with rounded salient edges and finished on exposed surfaces with 2:1 cement mortar, laid to falls in panels not exceeding 2m long with 10mm thick polystyrene movement joints with exposed edges raked out for a depth of 10mm and filled with dow corning 888 or equal approved joint sealant at 10mm intervals including all necessary excavations, formwork, etc m 34 2 Extra over for fair open end No 4 3 Extra over for fair stopped end No 3 4 Extra over for angle intersection No 2			
	<u>SOIL DRAINAGE</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Carting away of excavated material</u>			
	Carried to Collection Section No. 3 Bill No. 2 Stormwater Drainage, Soil Drainage, Water Supply		R	

<u>Description of carting away of all excavated material including all rock, etc. shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</u> <u>Location of existing services</u> <u>Location and protection of all municipal or other service identified or unknown, for the duration of the contract are to be included in the contractors tendered rates</u> <u>Earthworks (Pipe trenches)</u>				
5	Clear vegetation and trees of girth up to 1m, for length of 110mm diameter pipe route	m	34	
6	Clear trees and designated obstacles	No	3	
<u>WATER SUPPLY</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Carting away of excavated material</u> <u>Description of carting away of all excavated material including all rock, etc. shall be deemed to include for bulking and loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site</u> <u>Location of existing services</u> <u>Location and protection of all municipal or other service identified or unknown, for the duration of the contract are to be included in the contractors tendered rates</u>				
Carried to Collection				R
Section No. 3 Bill No. 2 Stormwater Drainage, Soil Drainage, Water Supply				

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Item No		Quantity	Rate	Amount
	<u>SECTION NO. 3</u> <u>BILL NO. 3</u> <u>SCREEN WALLS, FENCING, ETC.</u> <u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u> <u>CLEARVU FENCING</u> <u>High density anti-climbing and anti-cut pressed mesh panel fencing 2.1m high, formed of 85 x 85mm mild steel hollow section taper straining posts and 3mm diameter horizontal and 4mm diameter vertical high tensile wires hot dip galvanized post welding and the polymetic 6000 coated (3.5mm coated wire diameter), with aperture size 76,2mm x 12,7mm and reinforced with 4 x 50mm V-section ribs. 2 x 75mm 70 degrees flanges along the sides and 30 degree flanges along top and toe, panels affix to post over 48 line wires using 8x double bolt comb clamps and 8x sing bolt comb clamps using 24x vandal resistant bolts including 15MPa/19mm aggregate concrete block size 600 x 600 x 650mm deep with vandal resistant bolts and clamping plates including sealed end caps, bolts, double clamping plates, etc. in strict accordance with the manufacturer's instructions:</u>			
1	Fence laid straight.	m	55	
	<u>SECURITY GATES</u> <u>Galvanised steel CleaVu security gates:</u>			
2	Allow the sum of R12 500.00(Twelve Thousand Five Hundred Rands) for ClearVu manually operated sliding gates size 5000 x 2100mm high.	Item		
	Carried Forward to Summary of Section No. 3 Section No. 3 Bill No. 3 Screen Wall, Fencing, etc.		R	

SECTION SUMMARY - External Works				
Bill No		Page No		Amount
1	Roads Pathways, etc	57		
2	Stormwater Drainage, Soil Drainage, Water Supply	61		
3	Screen Wall, Fencing, etc.	62		
Carried to Final Summary			R	
Section No. 3				

Item No	Quantity	Rate	Amount
<u>SECTION NO. 4</u>			
<u>BILL NO. 1</u>			
<u>PROVISIONAL SUMS</u>			
<u>The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2008 Edition)</u>			
The following sums and amounts are NETT			
Under no circumstances may any Provisional Sum or P.C Item be altered.			
Unless a specific percentage mark up for attendance is indicated in the rate column, the amounts priced by the contractor for attendance against each Provisional Sum shall be deemed to be Lump Sum and shall not be adjusted unless the scope of the sub-contract varies significantly.			
Provisional Sums contained herein may be omitted or reduced at the employer's sole discretion and the contractor shall not be entitled to claim for any loss by way of reductions or omissions of any discount, or percentage relating to the Provisional Sums or P.C Amounts or any loss of profit related thereto.			
<u>ALLOW THE FOLLOWING PROVISIONAL SUMS</u>			
<u>COMMUNITY LIAISON OFFICER SALARY</u>			
1	Provide the amount of R30,000.00 (Thirty Thousand Rand) only for Community Liaison Officer salary executed complete.	Item	30 000.00
2	Profit on above item.	Item	
3	Attendance on ditto.	Item	
Carried to Collection			R
Section No. 4			
Bill No. 1			
Provisional Sums			

<u>ASBESTOS SURVEY</u>					
4	Provide the amount of R30,000.00 (Thirty Thousand Rand) only for asbestos survey executed complete.	Item		30 000.00	
5	Profit on above item.	Item			
6	Attendance on ditto.	Item			
<u>ASBESTOS REMOVAL</u>					
7	Provide the amount of R150,000.00 (One Hundred and Fifty Thousand Rand) only for asbestos removal executed complete.	Item		150 000.00	
8	Profit on above item.	Item			
9	Attendance on ditto.	Item			
<u>TOPOGRAPHICAL AND CADASTRAL SURVEY</u>					
10	Provide the amount of R75 000.00 (Seventy Five Thousand Rand) for topographical and cadastral survey executed complete.	Item		75 000.00	
11	Profit on above item.	Item			
12	Attendance on ditto.	Item			
<u>HAZARDOUS MATERIAL SURVEY</u>					
13	Provide the amount of R30,000.00 (Thirty Thousand Rand) only for hazardous material survey executed complete.	Item		30 000.00	
14	Profit on above item.	Item			
15	Attendance on ditto.	Item			
<u>WASTE CHARACTERISATION</u>					
16	Provide the amount of R30,000.00 (Thirty Thousand Rand) only for waste characterisation executed complete.	Item		30 000.00	
17	Profit on above item.	Item			
Carried to Collection			R		
Section No. 4					
Bill No. 1					
Provisional Sums					

18	Attendance on ditto.	Item			
<u>DETECTION OF SERVICES</u>					
19	Provide the amount of R180,000.00 (One Hundred and Eighty Thousand Rands) only for detection of services executed complete.	Item		180 000.00	
20	Profit on above item.	Item			
21	Attendance on ditto.	Item			
<u>PROOFING OF SERVICES</u>					
22	Provide the amount of R25,000.00 (Twenty Five Thousand Rand) only for proofing of services executed complete.	Item		25 000.00	
23	Profit on above item.	Item			
24	Attendance on ditto.	Item			
<u>PROTECTION OF SERVICES</u>					
25	Provide the amount of R25,000.00 (Twenty Five Thousand Rand) only for protection of services executed complete.	Item		25 000.00	
26	Profit on above item.	Item			
27	Attendance on ditto.	Item			
<u>EMERGENCY REPAIRS OF SERVICES</u>					
28	Provide the amount of R75,000.00 (Seventy Five Thousand Rand) only for emergency repairs of services executed complete.	Item		75 000.00	
29	Profit on above item.	Item			
30	Attendance on ditto.	Item			
Carried to Collection			R		
Section No. 4					
Bill No. 1					
Provisional Sums					

<u>EXPANDED PUBLIC WORKS PROGRAMME FOR SMALL PLANT AND TOOLS</u>					
31	Provide the amount of R300,000.00 (Three Hundred Thousand Rand) only for expanded public works programme for small plant and tools executed complete.	Item		300 000.00	
32	Profit on above item.	Item			
33	Attendance on ditto.	Item			
<u>COMPULSORY SUPERVISION BY REGISTERED PERSONS</u>					
34	Provide the amount of R200,000.00 (Two Hundred Thousand Rand) only for compulsory supervision by registered persons executed complete.	Item		200 000.00	
35	Profit on above item.	Item			
36	Attendance on ditto.	Item			
<u>LATERAL SUPPORT</u>					
37	Provide the amount of R50,000.00 (Fifty Thousand Rand) only for lateral support executed complete.	Item		50 000.00	
38	Profit on above item.	Item			
39	Attendance on ditto.	Item			
<u>STRUCTURAL ASSESSMENT REPORT BY CONTRACTOR INCLUDING NEIGHBOURING BUILDINGS</u>					
40	Provide the amount of R25,000.00 (Twenty Five Thousand Rand) only for structural assessment report by contractor including neighbouring buildings executed complete.	Item		25 000.00	
41	Profit on above item.	Item			
42	Attendance on ditto.	Item			
Carried to Collection			R		
Section No. 4 Bill No. 1 Provisional Sums					

<u>OCCUPATIONAL HEALTH AND SAFETY</u>					
43	Provide the amount of R200,000.00 (Two Hundred Thousand Rand) only for occupational health and safety executed complete.	Item		200 000.00	
44	Profit on above item.	Item			
45	Attendance on ditto.	Item			
<u>ADDITIONAL LIGHTING FOR AFTER HOURS WORK</u>					
46	Provide the amount of R120,000.00 (One Hundred and Twenty Thousand Rand) only for additional lighting for after hours work executed complete.	Item		120 000.00	
47	Profit on above item.	Item			
48	Attendance on ditto.	Item			
<u>TRAFFIC ACCOMMODATION AND SPECIAL BARRICADING SIGNAGE</u>					
49	Provide the amount of R60,000.00 (Sixty Thousand Rand) only for traffic accommodation and special barricading signage executed complete.	Item		60 000.00	
50	Profit on above item.	Item			
51	Attendance on ditto.	Item			
Carried to Collection				R	
Section No. 4 Bill No. 1 Provisional Sums					

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Carried to Form of Tender

**T2.2- Returnable Documents required for tender
evaluation purposes**

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

PA-15.1: Resolution of Board of Directors

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

- B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____
be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	<i>Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653</i>		
Tender / Quotation no:	<i>KIM 01/2025</i>	Reference no:	<i>19/2/4/2/2/2327/505</i>
Closing date:	<i>07 November 2025</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **27/10/2025**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



PA-16: 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	☒ 80/20	☐ 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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

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



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	• 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	Or • Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder.

			Or • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	- Official Municipal Rates Statement which is in the name of the bidder. Or - Any account or statement which is in the name of the bidder. Or - Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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		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		
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		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		
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		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

Project title:	Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653			
Tender / quotation no:	KIM 01/2025	Closing date:	07 November 2025	
Advertising date:	17 October 2025	Validity period:	84 days	

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

1.1. Current projects

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

Tender no: **KIM 01/2025**

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 commence-ment date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature	Date

**T2.2- Returnable documents that will be
incorporated into the contract**

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: KIM 01/2025

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: KIM 01/2025

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

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

Project title:	Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653		
Tender no:	KIM 01/2025	Reference no:	19/2/4/2/2/2327/505

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653</i>		
Tender no:	<i>KIM 01/2025</i>	Reference no:	<i>19/2/4/2/2/2327/505</i>

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:	
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DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Kimberley DPWI: Demolition of dilapidated structures: ERF 9649, 9650, 9651 and 9653</i>		
Tender no:	KIM 01/2025	Reference no:	19/2/4/2/2/2327/505

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

Name of Tenderer	Signature	Date

