



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER

FOR

REPLACEMENT OF HOT WATER SYSTEM

AT

KIMBERLEY CORRECTIONAL CENTRE

NORTHERN CAPE PROVINCE

DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8300

PROJECT MANAGER:
L. Sebopetja



PLEASE READ THE FOLLOWING INFORMATION TOGETHER WITH THE REQUIREMENTS AS STIPULATED IN THE BIDDING DOCUMENTS. THESE DOCUMENTS ARE MEANT TO ASSIST BIDDERS IN COMPLETING THEIR BIDDING DOCUMENTATION AND ENSURE FULL COMPLIANCE TO THE STIPULATED REQUIREMENTS.

COMPLETION GUIDE - PART 1

SERVICE PROVIDER DOCUMENT COMPLETION GUIDE: WHAT TO AVOID AND/OR REMEMBER WHEN COMPLETING THESE TENDER DOCUMENTS.

1. **PA - 32 INVITATION TO BID** – the **total bid price** calculated on the bill of quantities and/or PA 30.1 MUST be transferred to the PA-32 form and completed at the bottom right corner.
2. **DPW – 07 FORM OF OFFER AND ACCEPTANCE** – the **total bid price** calculated on the bill of quantities should be carried over from the bill of quantities (BOQ) to DPW-07 in both numerical and in words format. It should be noted that should there be a price difference between numeric value offer and the offer in words, the offer in words shall prevail. (NB. applicable to facilities and construction tenders)
3. **PA - 11 BIDDERS DISCLOSURE** – declare any related company interest (where you have controlling interest) including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 2.3. Furnish the details on 2.3.1*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, bidders to note that points will be allocated for specific goals as specified in the invitation to quote and invitation to bid.

For example using the table below, should you wish to claim for specific goals and maximise on the preferential points you will need to indicate the specific goal claimed in PA16 page 09 of 11; if claiming under 80/20 then the last column should indicate the number of points claimed i.e. **1. An EME or QSE which is at least 51% owned by black people = 10 (indicate the total points in figures if they are being claimed)**

NB Please indicate the points being claimed, should you fail to indicate you will not be allocated the points and please submit the documentary proof to substantiate the claim as indicated in the invitation to quote/tender.

| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|-------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| 1. | An EME or QSE which is at least 51% owned by black people | 10 | <ul style="list-style-type: none">• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable |
| 2. | Located in a specific Local Municipality or District Municipality or Metro or Province area for work | 2 | <ul style="list-style-type: none">• Office Municipal Rates Statement |



| Serial No | Specific Goals | Preference Points allocated out of 20 | Documentation to be submitted by bidders to validate their claim for points |
|-----------|----------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | to be done or services to be rendered in that area | | <ul style="list-style-type: none">• Or• Permission To Occupy from local chief in case of rural areas (PTO)• Or• Lease Agreement |

- 5. ORIGINAL BBEE SWORN AFFIDAVIT** - Ensure that the sworn affidavit is signed and dated in the presence of the Commissioner of Oaths. The date of the deponent and the commissioner must be the same date. **CIPC sworn affidavit** are preferred but not compulsory
 - Bidders to note that the acceptable format for financial year end is as follows: **DD/MM/YYYY**. If the day, month and year of financial year end are not indicated, the sworn affidavit will be declared invalid and lead to non-allocation of preference point.
- 6. BBEE CERTIFICATE** - must be issued by a SANAS accredited agency and all other required certificates must be issued by the relevant accredited agency. Please verify that the your certificate issuing providers are registered on SANAS to ensure your certificates are accredited www.sanas.co.za under accredited organizations
- 7. LEASE AGREEMENT** – Please ensure the lease agreement is signed and dated by the tenant (business) and landlord, it should consist of commencement date of lease and end date, as well as the address of the leased property at least to substantiate the claim for location.
- 8. PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.
- 9. ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals throughout the BOQ

Please ensure that you completely fill in the document, where not sure kindly contact this office for assistance, should you fail to submit a fully compliant document you may be rendered **administratively non-responsive** thus disqualified from further evaluation.



SCAM ALERT- PART 2

HIGH ALERT: SCAM TO SUPPLIERS AND SERVICE PROVIDERS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

There are many types of tender scams. Here are some of the more frequent scenarios: Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to a company to invite it to urgently supply goods. Shortly after the company has submitted its quote, it receives notification that it has won the tender. The company delivers the goods to someone who poses as an official or at a fake site. The Department has no idea of this transaction made in its name. The company is then never paid and suffers a loss. OR Fraudsters use what appears to be government department stationery with fictitious logos and contact details to send a fake RFQ to Company A to invite it to urgently supply goods. Typically, the tender specification is so unique that only Company B (a fictitious company created by the fraudster) can supply the goods in question. Shortly after Company A has submitted its quote it receives notification that it has won the tender. Company A orders the goods and pays a deposit to the fictitious Company B. Once Company B receives the money, it disappears. Company A's money is stolen in the process. Protect yourself from being scammed,

If you are registered on the supplier databases and you receive a request to tender or quote that seems to be from a government department, contact the department to confirm that the request is legitimate. Do not use the contact details on the tender document as these might be fraudulent.

- Compare tender details with those that appear in the Tender Bulletin, available online at www.publicworks.gov.za
- If you are uncomfortable about the request received, consider visiting the government department and/or the place of delivery and/or the service provider from whom you will be sourcing the goods.
- DPWI would never contact any bidder during the evaluation process and request payment to secure a tender award.
- In the unlikely event that you are asked for a deposit to make a bid, contact the SCM unit of the department to ask whether this is in fact correct. Any incidents of corruption, fraud, theft and misuse of government property in the Department of Public Works and Infrastructure can be reported to:

Fraud Awareness & Investigation:

012 406 1328

National Anti-Corruption Hotline:

0800 701 701

NB: All bids/ quotations are to be submitted in the manner outlines in the advertised and or published documents only.



TERMS AND CONDITIONS - PART 3

1. SPECIAL CONDITIONS

The quotation may be rejected, among other reasons, for any of the following specific reasons:

- 1.1. The quotation received after the closed and time as specified;
- 1.2. The Bidder does not comply with the evaluation criteria of the quotation;
- 1.3. The quotation containing irregularities;
- 1.4. Non submission of standard bidding forms/ PA Forms;
- 1.5. Non submission of proof of registration with the applicable professional bodies;
- 1.6. The quotation documents not fully completed and signed.

2. INVOICING REQUIREMENTS

Invoices – The contractor shall invoice NDPWI when work executed is completed and confirmed by the client onsite and the invoice must be submitted to DPWI within 5 days of completion of work via email: invoice.kimberley@dpw.gov.za or hand deliver to **Registry Services**. Please note, non-compliant invoices will be returned to the service provider for corrections and resubmission.

The following criteria should be met upon submission of invoices:

- Invoice must be made of “Department Of Public Works & Infrastructure “ together with the address of the department;
- Name of the company and contact information, including physical and postal address, email address, cellphone and telephone where applicable;
- Value added tax (VAT), CSD and company’s registration number;
- Description of a list of the services or goods provided and the price for each items of such goods or services;
- Quantity and units price of the goods and/or service procured and/or delivered;
- Date of invoice, invoice number;
- Department purchase order or complaint number(KIM number/ID number);
- Supplier’s banking details should be the same as on Central Supplier Database
- Invoice should appear as invoice
- Job card signed by Client (if applicable)

3. The general conditions of contract are applicable to all DPWI bids/quotations.

4. Disclaimer

In awarding of tenders, the department will apply inter alia, equitable distribution of opportunities.

Name of Bidder

Signature

Date

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

PLEASE TAKE NOTE

TENDER NUMBER : KIM 12/2023

CLOSING TIME: 11:00

CLOSING DATE: 13/10/2023

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

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

BID DOCUMENTS MAY BE POSTED TO

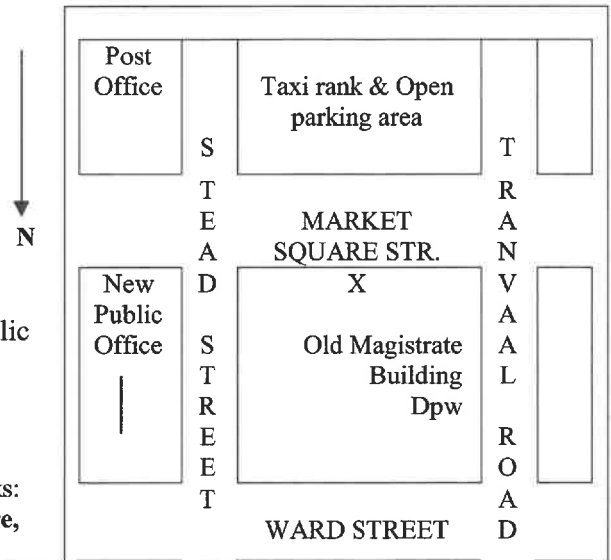
REGIONAL MANAGER
Department of Public Works
Private Bag X5002
KIMBERLEY
8300

ATTENTION: BID SECTION: ROOM N22

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

OR

The bid documents may be deposited at the Department of Public Works:
Head Office: **Room 29, Old Magistrate Offices, 21-23 Market Square, Kimberley, 8300.**



The Office of the Department of Public Works is open **Mondays to Fridays** **07:30 – 12:45 / 13:30 – 15:30.** However, if the bid is late, it will, as a rule not be accepted for consideration.

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

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

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

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.

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

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

| | |
|-----------------------|----------------------------------------------------------------|
| Project title: | Kimberley Correctional Centre: Replacement of hot water system |
|-----------------------|----------------------------------------------------------------|

| | | | |
|--------------------------|-------------|-------------------------|---------------------|
| Tender no: | KIM 12/2023 | Reference no: | 19/2/4/2/2/2327/503 |
| Advertising date: | 22/09/2023 | Closing date: | 13/10/2023 |
| Closing time: | 11h00 | Validity period: | 84 Calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 ME** or **select tender value range select class of construction works*** or higher.

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

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

| Functionality criteria ¹ : | Weighting factor: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <p>1. Number of projects of similar nature completed in the previous 10 years (High-pressure system/equipment such as steam line piping, steam boilers and calorifiers) with a minimum value of R 900 000.00 for each project.</p> <p>1.1. 5 projects or more than 5 projects = 5 points 1.2. 4 projects = 4 points 1.3. 3 projects = 3 points 1.4. 2 projects = 2 points 1.5. 1 project= 1 point 1.6. No information provided = 0</p> <p>Provide practical completion certificates/reference letters.</p> | 35 |
| <p>2. Work force</p> <p>2.1. 3 x Coded Welder, 3 x Fitter and Turner and 3 x Electrician = 5 points 2.2. 2 x Coded Welder, 2 x Fitter and Turner and 2 x Electrician = 4 points 2.3. 1 x Coded Welder, 1 x Fitter and Turner and 1 x Electrician = 3 points 2.3.3. No information provided = 0</p> <p>Provide trade test certificates and Wireman's License for Electrician</p> | 35 |

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

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| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <p>3. Foreman/ Supervisor/ Site agent (boiler making, high pressure pipe lines, knowledge in pipe line construction methods and technologies, quality control and high pressure pipe line installation codes)</p> <p>3.1. 5 years experience and above as = 5 points 3.2. 4 years experience = 4 points 3.3. 3 years experience = 3 points 3.4. 2 years experience = 2 points 3.5. 1 year experience = 1 point 3.6. Less than 1 year experience or no information provided = 0</p> <p>Provide copies of CV, qualification and ID</p> | <p>20</p> |
| <p>4. Financial Capability.</p> <p>4.1. Credit rating of A= 5 points 4.2. Credit rating of B=4 points 4.3. Credit rating of C=3 points 4.4. Credit rating of D,E, F and H or no rating provided =0 points</p> <p>Provide a bank credit rating certificate stamped by the banking institution to justify the credit risk. The credit rating must not be older than one month on the date of closure of the tender.</p> | <p>10</p> |
| | |
| | |
| | |
| | |
| | |
| | |
| <p>Total</p> | <p>100 Points</p> |

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

| | |
|------------------------------------------------------------------------------|-----------|
| <p>Minimum functionality score to qualify for further evaluation:</p> | <p>50</p> |
|------------------------------------------------------------------------------|-----------|

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

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

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

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

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

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

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".

4. RESPONSIVENESS CRITERIA

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

| | | |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 4 | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07 (EC). |
| 5 | <input checked="" type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 6 | <input checked="" type="checkbox"/> | Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. |
| 7 | <input type="checkbox"/> | Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. Insert motivation why the tender clarification meeting is declared compulsory |
| 8 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |
| 9 | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 10 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. Corrections to be crossed out and initialled |
| 11 | <input checked="" type="checkbox"/> | Submission of DPW-16.1 signed by the authorised official and/or completion of bid briefing attendance register. To clarify the scope of work and bid requirements. |
| 12 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 13 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 14 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 15 | <input type="checkbox"/> | Specify other responsiveness criteria |

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

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

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

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

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

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



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

Table 1

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

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

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

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

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

Table 2

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

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".

| | | | | |
|--|----|-----------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | OR | | | <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
| | | 5. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) | 2 |

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

6. BID EVALUATION METHOD

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

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

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration

will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

7.2 Commercial risks:

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

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

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

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

| | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (a) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (b) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (c) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (d) | cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |

| | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (e) | cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract | Not applicable |
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. | Not applicable |
| (g) | Labour Intensive Works – Condition of Contract. | Not applicable |
| (h) | | Select |
| (i) | | Select |

9. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address 21-23 Market Square, Old Magistrate Court Building, Kimberley, 8301. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

| | | | |
|------------------------------|-------------------------------------------|-----------------------|-------|
| Venue: | Kimberley Correctional Centre: Old Prison | | |
| Virtual meeting link: | (type in here the place or "N/A") | | |
| Date: | 04/10/2023 | Starting time: | 11h00 |

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

| | | | |
|-----------------------------|-----------------------------|----------------------|--------------|
| DPWI Project Manager | Lerato Sebopetja | Telephone no: | 053 838 5347 |
| Cellular phone no | 082 806 0387 | Fax no: | |
| E-mail | Lerato.sebopetja@dpw.gov.za | | |

11.2. SCM enquiries may be addressed to:

| | | | |
|--------------------------|-----------------------|----------------------|--------------|
| SCM Official | Gail Aysen | Telephone no: | 053 838 5221 |
| Cellular phone no | | Fax no: | |
| E-mail | gail.aysen@dpw.gov.za | | |

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X</p> <p>Attention: Procurement section: Room</p> | <p>OR</p> | <p>Deposited in the tender box at:</p> <p>Department of Public works and Infrastructure 21 - 23 Market Square Old Magistrate Court Building</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

| | | | |
|-------------------------------|------------------------------------------------------------------------------|----------------------|---------------------|
| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> | | |
| Tender / Quotation no: | KIM 12/2023 | Reference no: | 19/2/4/2/2/2327/503 |

OFFER

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

Kimberley Correctional Centre: Replacement of hot water system

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

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

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

| | |
|-------------------------|-------------------------|
| Rand (in words): | |
| Rand in figures: | R |

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

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

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

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

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

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

Tender / Quotation no: KIM 12/2023

| | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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: | 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. |
| In his/her capacity as: | |

SIGNED FOR THE TENDERER:

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

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

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

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

SECURITY OFFERED:

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

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

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

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

Tender / Quotation no: KIM 12/2023

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"
For Internal & External Use

Tender / Quotation no: KIM 12/2023

| | |
|---------------------------------|-----------------------------------------------|
| 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"

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

| | | | |
|-------------------------------|-----------------------------------------------------------------------|-------------------------|------------|
| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> | | |
| Tender / quotation no: | KIM 12/2023 | Closing date: | 13/10/2023 |
| Advertising date: | 22/09/2023 | Validity period: | 84 days |

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

1.1. Current projects

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

Tender no: **KIM 12/2023**

1.2. Completed projects

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

| | | |
|------------------|-----------|------|
| Name of Tenderer | Signature | Date |
|------------------|-----------|------|

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

| | | | |
|-----------------------|-----------------------------------------------------------------------|----------------------|----------------------------|
| Project title: | Kimberley Correctional Centre: Replacement of hot water system | | |
| Tender no: | KIM 12/2023 | Reference no: | 19/2/4/2/2/2327/503 |

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 |

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

| | | | |
|-------------------------------|-----------------------------------------------------------------------|----------------------|---------------------|
| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> | | |
| Tender / Quotation no: | KIM 12/2023 | Reference no: | 19/2/4/2/2/2327/503 |
| Receipt Number: | | | |

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

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

Tender / Quotation no: KIM 12/2023

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

| Tender document name | Number of pages issued | Returnable document |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------|
| Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>) | - | Yes |
| Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . | | |
| Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

| Tender document name | Number of pages issued | Returnable document |
|---------------------------------------------------------------------------------------------------|------------------------|---------------------|
| Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>) | 1 Page | Yes |
| Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>) | 1 Page | Yes |
| Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>) | 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) | 28 Pages | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Fully priced and completed sectional summary- and final summary pages with the tender. | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Tender / Quotation no: KIM 12/2023

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

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

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

Signed by the Tenderer

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

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 |
|-----------|-----------------|---------------------------|
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(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 | | | |

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| 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 | | | |
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| 14 | | | |
| 15 | | | |

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

Note:

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



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Table 1

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

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



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

Table 2

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

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

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

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

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

Table 3

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

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

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1. An EME or QSE which is at least 51% owned by black people (Mandatory) | | 10 | | |
| 2. Located in a specific Local Municipality or District Municipality or Metro or | | 2 | | |

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Province area for work to be done or services to be rendered in that area (Mandatory) | | | | |
| 3. An EME or QSE which is at least 51% owned by black women (Mandatory) | | 4 | | |
| 4. An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | | 2 | | |
| 5. An EME or QSE which is at least 51% owned by black youth.* (Mandatory) | | 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: | |
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DPW-03 (EC): TENDER DATA

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| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> |
| Reference no: | 19/2/4/2/2/2327/503 |

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| Tender / Quotation no: | KIM 12/2023 | Closing date: | 13/10/2023 |
| Closing time: | 11h00 | Validity period: | 12 Weeks (84 Calendar days) |

| Clause number: | |
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| | <p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p> |
| C.1.1 | The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure. |
| C.1.2 | <p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 – Contract Data T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)</p> |

Tender no: KIM 12/2023

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| C.1.4 | <p>The Employer's agent is:</p> <table border="1"> <tr> <td data-bbox="308 376 571 454">Name:</td> <td data-bbox="571 376 1485 454"><i>Insert name of agent</i></td> </tr> <tr> <td data-bbox="308 454 571 533">Capacity:</td> <td data-bbox="571 454 1485 533">Select</td> </tr> <tr> <td data-bbox="308 533 571 611">Address:</td> <td data-bbox="571 533 1485 611"><i>Insert address of agent</i></td> </tr> <tr> <td data-bbox="308 611 571 689">Tel:</td> <td data-bbox="571 611 1485 689"><i>Insert tel of agent</i></td> </tr> <tr> <td data-bbox="308 689 571 768">Fax:</td> <td data-bbox="571 689 1485 768"><i>Insert fax of agent</i></td> </tr> <tr> <td data-bbox="308 768 571 846">E-mail:</td> <td data-bbox="571 768 1485 846"><i>Insert e-mail address of agent</i></td> </tr> </table> | Name: | <i>Insert name of agent</i> | Capacity: | Select | Address: | <i>Insert address of agent</i> | Tel: | <i>Insert tel of agent</i> | Fax: | <i>Insert fax of agent</i> | E-mail: | <i>Insert e-mail address of agent</i> |
| Name: | <i>Insert name of agent</i> | | | | | | | | | | | | |
| Capacity: | Select | | | | | | | | | | | | |
| Address: | <i>Insert address of agent</i> | | | | | | | | | | | | |
| Tel: | <i>Insert tel of agent</i> | | | | | | | | | | | | |
| Fax: | <i>Insert fax of agent</i> | | | | | | | | | | | | |
| E-mail: | <i>Insert e-mail address of agent</i> | | | | | | | | | | | | |
| C.2.1 C.3.11 | <p>A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <ol style="list-style-type: none"> contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 4 ME or select tender value range select class of construction works** class of construction work; and contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: select <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the select tender value range select class of construction works or select tender value range select class of construction works** class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a select tender value range select class of construction works or select tender value range select class of construction works** class of construction work <p>** Delete *or select tender value range select class of construction works** where only one class of construction works is applicable</p> <p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: select</p> | | | | | | | | | | | | |

Tender no: KIM 12/2023

C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

| Functionality Criteria | Weighting Factor |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <p>1. Number of projects of similar nature completed in the previous 10 years (High-pressure system/equipment such as steam line piping, steam boilers and calorifiers)</p> <p>1.1. 5 projects or more than 5 projects = 5 points 1.2. 4 projects = 4 points 1.3. 3 projects = 3 points 1.4. 2 projects = 2 points 1.5. 1 project= 1 point 1.6. No information provided = 0</p> <p>Provide practical completion certificates/reference letters</p> | 35 |
| <p>2. Work force</p> <p>2.1. 3 x Coded Welder, 3 x Fitter and Turner and 3 x Electrician = 5 points 2.2. 2 x Coded Welder, 2 x Fitter and Turner and 2 x Electrician = 4 points 2.3. 1 x Coded Welder, 1 x Fitter and Turner and 1 x Electrician = 3 points 2.3.3. No information provided = 0</p> <p>Provide trade test certificates and Wireman's License for Electrician</p> | 35 |
| <p>3. Foreman/ Supervisor/ Site agent (boiler making, high pressure pipe lines, knowledge in pipe line construction methods and technologies, quality control and high pressure pipe line installation codes)</p> <p>3.1. 5 years experience and above as = 5 points 3.2. 4 years experience = 4 points 3.3. 3 years experience = 3 points 3.4. 2 years experience = 2 points 3.5. 1 year experience = 1 point 3.6. Less than 1 year experience or no information provided = 0</p> <p>Provide copies of CV, qualification and ID</p> | 20 |
| <p>4. Financial Capability.</p> <p>4.1. Credit rating of A= 5points 4.2. Credit rating of B=4 points 4.3. Credit rating of C=3 points 4.4. Credit rating of D, E, F and H or no rating provided =0 points</p> <p>Provide a bank credit rating certificate stamped by the banking institution. The credit rating must not be older than one month on the date of closure of the tender</p> | 10 |
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| Total | 100 Points |

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

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| Minimum functionality score to qualify for further evaluation: | 50 |
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Table 1

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

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



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

Table 2

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

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



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

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

Table 3

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

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

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

Tender no: KIM 12/2023

E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

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

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

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

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

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

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

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

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3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

E.2 Commercial risks:

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

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

C.2.7

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

Tender no: KIM 12/2023

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| C.2.12 | <p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> |
| C.2.13.2 | <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.</p> |
| C.2.13.5 | <p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.</p> |
| C.2.13.6 C.3.5 | <p>A two-envelope procedure will not be followed.</p> |
| C.2.15 | <p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p> |
| C.2.16 | <p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p> |
| C2.16.3 | <p>Omit the wording of the last sentence for those projects which are subject to CPAP</p> |
| C.2.18 | <p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p> |
| C.2.19 | <p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p> |
| C.3.4.1 C.3.4.2 | <p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: Big Tea Room, 21-23 Market Square, Old Magistrate Court Building, Kimberley</p> |
| C.3.8 | <p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p> |

Tender no: KIM 12/2023

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| C.3.9.3 | Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4." |
| C.3.9.4 | Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:" |
| C.3.9.4 | Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention." |
| C.3.11.1 | The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference. |
| C.3.13 | Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; |
| C.3.17 | Provide to the successful tenderer one copy of the signed contract document. |



DPW-05: (EC) CONTRACT DATA - GCC 2015: 3RD EDITION

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| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> | | | |
| Tender no: | KIM 12/2023 | WCS no: | 056284 | Reference no: 19/2/4/2/2/2327/503 |

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| | <p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p> |
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| | <p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as ‘not applicable’ but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p> |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

| | |
|-------------------|--------------------------------------------------------------------------------|
| Works description | Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description |
| | |

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A 2.0 Site [1.1.1.29]

| | |
|--------------------|--|
| Erf / stand number | |
| Site address | |
| Township / Suburb | |
| City / Town | |
| Province | |
| Local authority | |
| GPS Coordinates | |

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

| | | | |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------|----------------|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure | | |
| Business registration number | Not applicable | VAT number | Not applicable |
| E-mail | Gail.aysen@dpw.gov.za | Telephone | 053 838 5211 |
| Postal address | Private Bag X5002 CBD Kimberley 8301 | | |
| Physical address | 21-23 Market Square Old Magistrate Court Building Kimberley 8301 | | |

A 3.2 Employer's Representative:

| | | | |
|------------------|---------------------------------------------------------------------------|------------------|--------------|
| Name | Lerato Sebopetja | Telephone number | 053 838 5347 |
| E-mail | Lerato.sebopetja@dpw.gov.za | Mobile number | 082 806 0387 |
| Postal address | Private Bag X5002 CBD Kimberley 8301 | | |
| Physical address | 21-23 Market Square Old Magistrate Court Building Kimberley 8301 | | |



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| | | | |
|--------------|-----------------------------------|-------------------|--|
| A 4.0 | Employers Agent/s | | |
| A 4.1 | Principal Agent [1.1.1.16] | Discipline | |

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.2 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.3 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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



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|--------------|-------------------------|-------------------|--|
| A 4.4 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.5 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.6 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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



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| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.7 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.8 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

| | | | |
|--------------|-------------------------|-------------------|--|
| A 4.9 | Agent [1.1.1.16] | Discipline | |
|--------------|-------------------------|-------------------|--|

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

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

| | |
|-----------------------------------------------------|-----------|
| Bills of quantities: System / Method of measurement | SANS 1200 |
|-----------------------------------------------------|-----------|

B 2.0 Law, regulations and notices [1.3.2]

| | |
|-------------------------------------|-------------------------------------|
| Law applicable to the works [1.3.2] | Law of the Republic of South Africa |
|-------------------------------------|-------------------------------------|

B 3.0 Offer and acceptance [1.1.1.20]

| | |
|--------------------------------------------------|--------------------|
| Currency applicable to this agreement [1.1.1.20] | South African Rand |
|--------------------------------------------------|--------------------|

B 4.0 Documents [1.1.1.7]

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom | Employer |
| Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities) | 3 |

| Documents comprising the agreement | Page numbers |
|---------------------------------------------------------------------------------------------------|--------------|
| GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) | |
| DPW-05: (EC): GCC 2015: 3RD EDITION | |
| The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION | |
| Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD] | |
| Drawings as per drawing register issued with the tender | |
| Specifications issued with the tender | |
| Schedules issued with the tender | |
| Bills of Quantities issued with the tender | |
| Addenda as issued during tender stage, if applicable | As issued |
| | |
| | |
| | |
| | |
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B 5.0 Employer’s agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]
Principal Agent

Principal agent’s and agents’ interest or involvement in the works other than a professional interest

B 6.0 Insurances [8.6]

| Insurances by contractor | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------|
| NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT. | | | |
| | The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2] | Contract sum plus 10% | Select |
| Or | The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2] | Contract sum plus 10% | Select |
| Or | The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2] | Contract sum plus 10% | Select |
| | Plant and materials supplied by the Employer [8.6.1.1.2] | R Eng / PQS to determine value | Select |
| | Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3] | R Eng / PQS to determine value | Select |
| | Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance | R Eng / PQS to determine value | Select |
| | Special Risks Insurance issued by Sasria [8.6.1.2] | R Eng / PQS to determine value | Select |

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| | | |
|------------------------------------------------------------------------------------------------------------------------|--------------------------------|------------|
| Public liability insurance [8.6.1.3] | R 5 000 000 | Applicable |
| Ground support insurance [8.6.1.4] | R Eng / PQS to determine value | Select |
| Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors | R Eng / PQS to determine value | Select |
| Other insurances [8.6.1.5] | | |
| Free issue where applicable, to be included in the contract works insurance | R Eng / PQS to determine value | Select |
| Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]] | R Eng / PQS to determine value | Select |
| Other insurances: If applicable, description 1: | R Eng / PQS to determine value | Select |
| | | |
| Other insurances; If applicable, description 2: | R Eng / PQS to determine value | Select |
| | | |

B 7.0 Obligations of the employer

| | |
|--------------------------------------------------------------------------------------|--------|
| Existing premises will be in use and occupied [5.4.1 & 5.4.2] | Select |
| If applicable, description: | |
| | |
| Restriction of working hours [5.8] | Select |
| If applicable, description: | |
| | |
| Natural features and known services to be preserved by the contractor [4.7] | Select |
| If applicable, description: | |
| | |
| Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2] | Select |
| If applicable, description: | |
| | |

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| Supply of free issue of material and goods [8.6.1.1.2] | Amount | R | Select |
|--------------------------------------------------------|--------|---|--------|
| If applicable, description: | | | |

B 8.0 Subcontractors [4.4]

| Select | If applicable, description of specialisation |
|------------------|----------------------------------------------|
| Specialisation 1 | |
| Specialisation 2 | |
| Specialisation 3 | |
| Specialisation 4 | |
| Specialisation 5 | |

B 9.0 Description of different portions of the works, if applicable [5.14.7, B10.3 [CD]]

| Select | If applicable, description of sections |
|-------------------------|----------------------------------------|
| Section 1 | |
| Section 2 | |
| Section 3 | |
| Section 4 | |
| Section 5 | |
| Section 6 | |
| Remainder of the works. | |

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in **months** as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion

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| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| The contract period is determined as follows (Period/s indicated in months): | |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent | 1 |
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent | |
| Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1] | 12 |
| Period to achieve Completion [5.14.4] | |
| Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1] | 12 |
| Total Contract Period | 25 |

B10.2 Construction Period for completion of the Works as a whole

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods . | 12 |
| The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1] | insert construction period as per B12.1 or N/A if Works in portions are applicable |
| Notification period for inspection in working days by the principal agent. | |
| Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13] | R 134.20 |
| Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13]. | R 1, 342.00 |
| Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R |
| Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT. | R 201.30 |

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B10.3 Construction Period for completion of the Works in portions

| Construction period and Practical completion for portions of the Works [5.14.7] | | | | | Select | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|---|---|----------------------------------------------------------------------------------|---|
| Portions of the Works in sections: | 1 | 2 | 3 | 4 | 5 | 6 |
| Notification period for inspection by the principal agent in working days . | | | | | | |
| The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1] | | | | | | |
| The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1] | | | | | insert construction period as per B12.1 or N/A if Works as a whole is applicable | |
| Penalty for late Practical Completion, if completion in sections is required , excluding VAT [5.13] | | | | | | |
| The penalty amount per day for failing to complete section 1 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete section 2 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete section 3 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete section 4 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete section 5 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete section 6 of the Works is: | | | | | R | |
| The penalty amount per day for failing to complete the whole of the Works, if applicable, is: | | | | | R | |
| Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT. | | | | | | |
| Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete Select , excluding VAT | | | | | | |
| Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete Select , excluding VAT | | | | | | |

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

| Criteria to achieve Practical Completion not covered in the definition of practical completion | |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 13.1 | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| 13.2 | All relevant CoCs |

| | |
|------|----------------|
| 13.3 | All guarantees |
|------|----------------|

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| | |
|-------|---------------------------------------------------------------------------------------------------|
| 13.4 | Training on electrical, security and mechanical installations if contractually required |
| 13.5 | Maintenance / operating manuals |
| 13.6 | CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation |
| 13.7 | |
| 13.8 | |
| 13.9 | |
| 13.10 | |

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

| Applicable | If applicable, description of applicable elements |
|------------|---------------------------------------------------------------------------------------|
| 14.1 | All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.) |
| 14.2 | Mechanical equipment (e.g. pumps including switchgear, etc.) |
| 14.3 | Landscaping including automated systems (irrigation) |
| 14.4 | Electrical equipment (e.g. emergency generators, electronic switchgear, etc..) |
| 14.5 | Security system/s (e.g. Access control, Intruder alarm, etc.) |
| 14.6 | Air conditioning system and plant |
| 14.7 | |
| 14.8 | |
| 14.9 | |
| 14.10 | |

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B 13.0 Payment [6.10]

| | |
|------------------------------------------------------------------------|----------------------------------|
| Date of month for issue of regular payment certificates Refer [6.10.1] | |
| Contract price adjustment / cost fluctuations [6.8.2] | Not applicable |
| If yes, method to calculate [6.8.2 [CD]] | Contract price adjustment factor |
| Employer shall pay the contractor within: Refer [6.10.4 [CD]] | Thirty (30) calendar days |

B 14.0 Dispute resolution [10.5 [CD]]

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

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

| CONTRACT SPECIFIC DATA | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract: | |
| CLAUSES | COMPULSORY DATA |
| 1.1.1.8 | Amend Clause 1.1.1.8 to include the word “rights” to read as follows: “Contract Data” means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. |
| 1.1.1.9 | Add to Clause 1.1.1.9 the following: “If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons: (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract; (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.” |
| 1.1.1.13 | Amend Clause 1.1.1.13 as follows: “Defects Liability Period” means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months . The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion. |
| 1.1.1.14 | Amend Clause 1.1.1.14 as follows: “Due Completion Date” means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12). |
| 1.1.1.15 | The name of the Employer: Refer to A 3.1 [CD] |
| 1.1.1.16 | The name of the Employer’s Representative: Refer to A 3.2 [CD] |
| 1.1.1.17 | The name of the Employer’s Agent: Refer to A 4.0 and B 5.0 [CD] |

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| | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.1.20 | Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form or Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance" |
| 1.1.1.21.A | Add new Clause 1.1.1.21.A The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State. |
| 1.1.1.27 | This Pricing Strategy is a: Re-measurement Contract. |
| 1.1.1.31 | Not applicable to this Contract. |
| 1.1.1.35 | Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments. |
| 1.1.1.36 | Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection. |
| 1.1.1.37 | Add new Clause 1.1.1.37 Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS. |
| 1.2.3. | Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3]. |
| 1.2.6 | Add new Clause 1.2.6 The priority of the documents shall be in accordance with the following sequence: (a) The Form of Offer and Acceptance and the signed Schedule of Devia7ons, (b) Contract Data, (c) These General Conditions of Contract, (e) Scope of Work, and (f) Pricing Data |
| 1.3.4 | Not applicable to this Contract. |

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| <p>1.3.5</p> | <p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer. |
| <p>1.3.7</p> | <p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p> |
| <p>3.2.3</p> | <p>Add to Clause 3.2.3 the following:</p> <ul style="list-style-type: none"> 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: <ul style="list-style-type: none"> (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9; |

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| | <p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer’s Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer’s Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer’s Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer’s Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer’s Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer’s Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer’s Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer’s Agent and which has subsequently been rescinded.</p> |
| 3.3.2.1 | <p>Amend Clause 3.3.2.1 to insert the word “plant” to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p> |

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| 3.3.2.2.3 | Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties. |
| 3.3.2.2.4 | Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties. |
| 3.3.3.2 | Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof. |
| 4.4.4 | Ref Clause 3.2.3. |
| 4.4.6 | Not applicable to this Contract. |
| 4.8.2.1 | Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or |
| 4.8.2.2 | Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities, |
| 4.12.3 | Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties. |
| 5.3.1 | Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • <i>insert other requirements</i> • insert other requirements • insert other requirements |
| 5.3.2 | Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days. |
| 5.4.2 | Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: Insert an exposition of limitation or refer to separate attachment in specifications |

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| 5.6.2.2 | <p>Replace Clause 5.6.2.2 with the following: The sequence, timing of activities and resources for carrying out the Works.</p> |
| 5.6.2.7 | <p>Add the following to Clause 5.6.2.7: Updated cash flows and construction programme/s to be submitted on a monthly basis to the Employer's Agent and the Employer.</p> |
| 5.8.1 | <p>Add the following to Clause 5.8.1: The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays and the year-end break annually published by the BCEI (Bargaining Council for the Civil Engineering Industry)</p> |
| 5.9.1 | <p>Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p> |
| 5.11.2 | Ref Clause 3.2.3 |
| 5.12 | Ref Clause 3.2.3 |
| 5.12.2.2 | <p>Amend Clause 5.12.2.2 as following: "Abnormal climatic conditions, therefore any weather conditions i.e. rain, wind (speed or dust), snow, frost, temperature (cold or heat) that have an adverse effect on the progress of the Works and during which no work is possible on site."</p> |
| 5.13.1 | <p>Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD</p> |
| 5.14.1 | <p>Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.</p> |
| 5.14.4 | <p>Add the following to Clause 5.14.4: Penalty for late Completion will be 30% of penalty applicable to late Practical Completion / calendar day. Penalty for late Final Completion will be 15% of penalty applicable to late Practical Completion / calendar day.</p> |
| 5.16.1 | Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause. |

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| 5.16.2 | <p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.</p> |
| 5.16.3 | <p>The latent defect period for all works is: 5 years</p> |
| 6.2.1 | <p>The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.</p> |
| 6.2.3 | <p>Amend Clause 6.2.3 as follows:</p> <p>If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.</p> |
| 6.3.1 | <p>Amend first paragraph to Clause 6.3.1 as follows:</p> <p>If, at any time before the issue of the Practical Completion, the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):</p> |
| 6.5.1.2.3 | <p>The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.</p> |
| 6.8.2 | <p>When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):</p> <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:</p> <p>The value of "x" is 0.15.</p> <p>The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)</p> <p>The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)</p> <p>The urban area nearest the Site is insert name of urban area. (Select urban area from Statistical News Release, P0141, Table A)</p> <p>The applicable industry for the Construction Material Price Index for materials / plant is insert name of industry. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)</p> <p>The area for the Producer Price Index for fuel is insert name of area. (Select the area from Statistical News Release, P0142.1, Table 1.)</p> <p>The base month is insert month insert year. (The month prior to the closing of the tender.)</p> |

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| 6.8.3 | Price adjustments for variations in the costs of special materials are not allowed. |
| 6.9.1 | Replace Clause 6.9.1 with the following: “Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent. |
| 6.10.1 | Add at end of Clause 6.10.1 The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: <ul style="list-style-type: none"> (a) Monthly Local content report, (b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (c) Tax Invoice (d) Labour intensive report (e) Contract participation goal reports (f) Updated construction programme (g) Revised cash flows |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: 85 % . |
| 6.10.3 | The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1. |
| 6.10.4 | Replace “28 days” with “30 days” provided all required documents including an invoice have been submitted and are correct in all respects. |
| 6.10.5 | Replace Clause 6.10.5 with the following: <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention</u>, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT)</u>, the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT)</u>, the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</p> |

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| 6.10.6.2 | Replace Clause 6.10.6.2 with the following: "In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State". (1.1.1.21.A). |
| 6.10.9 | Ref Clause 3.2.3. |
| 7.2.1 | The last sentence to read "Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval. |
| 7.5.3 | Add the following to Clause 7.5.3 "Should the work inspected by the Employer's Agent be rejected, all consultant's fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor". |
| 7.9.1 | Insert the following at the end of Clause 7.9.1: Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer. |
| 8.2.2.1 | Insert the following as a second paragraph to Clause 8.2.2.1: The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor. |
| 8.3.1.10 | Replace Clause 8.3.1.10 with the following: "Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval". |
| 8.4.3 | Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer's Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works. |
| 8.6.1 | Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1] |
| 8.6.1.1.1 | Ref B6.0 CD for value of insurance. |
| 8.6.1.1.2 | Ref B6.0 CD for value of insurance. |

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| 8.6.1.1.3 | Ref B6.0 CD for value of insurance. |
| 8.6.1.3 | <p>Amend Clause 8.6.1.3 as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p> |
| 8.6.4 | Not applicable to this Contract. |
| 8.6.6 | <p>Replace Clause 8.6.6 with the following:</p> <p>Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.</p> |
| 8.6.7 | <p>Replace Clause 8.6.7 with the following:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p> |
| 8.6.8 | <p>Add new Clause 8.6.8.</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's 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.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or</p> |

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| | <p>immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p> |
| 9.1.1 | Ref Clause 3.2.3 |
| 9.1.2.1 | Ref Clause 3.2.3 |
| 9.1.4 | <p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"</p> |
| 9.1.5 | <p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p> |
| 9.1.5.5 | Not applicable to this Contract. |
| 9.1.6 | Not applicable to this Contract. |
| 9.2.1 | Ref Clause 3.2.3 |
| 9.2.1.3.9 | <p>Add new Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p> |
| 9.2.4 | <p>Add the following as Clause 9.2.4:</p> <p>In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.</p> |

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| 9.3.2.2 | <p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p> |
| 9.3.2.3 | <p>Not applicable to this Contract.</p> |
| 9.3.3 | <p>Add the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p> |
| 10.1.3.1 | <p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p> |
| 10.1.3.6 | <p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p> |
| 10.1.4 | <p>Ref Clause 3.2.3.</p> |
| 10.1.5 | <p>Ref Clause 3.2.3.</p> |
| 10.1.6 | <p>Add new Clause 10.1.6:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p> |
| 10.1.3.6 | <p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence oof or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute in prejudiced by such nor-recording of the facts.</p> |
| 10.2.1 | <p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p> |

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| | |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.2.2 | <p>Replace Clause 10.2.2 with the following:</p> <p>If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.</p> |
| 10.2.3 | <p>Ref clause 3.2.3.</p> |
| 10.3.2 | <p>Replace Clause 10.3.2 with the following:</p> <p>If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.</p> |
| 10.3.3 | <p>Replace Clause 10.3.3 with the following::</p> <p>In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.</p> |
| 10.4.2 | <p>Replace Clause 10.4.2 with the following:</p> <p>If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.</p> |
| 10.4.4 | <p>Replace Clause 10.4.4 with the following:</p> <p>Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.</p> |
| 10.5 | <p>Replace Clause 10.5 with the following:</p> <p>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:</p> <p>10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.</p> <p>10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.</p> |
| 10.6 | <p>Not applicable to this Contract.</p> |
| 10.7 | <p>Not applicable to this Contract.</p> |
| 10.10.3 | <p>Replace Clause 10.10.3 with the following:</p> <p>The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.</p> |

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B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

| | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| (a) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Select |
| (b) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Select |
| (c) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Select |
| (d) | cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Select |
| (e) | cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Select |
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. | Select |
| (g) | Labour Intensive Works – Condition of Contract. | Select |
| (h) | | Select |
| (i) | | Select |

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

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Adjustment methods

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

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

Failure to provide particulars within the period stated

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

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

Department of Public Works and Infrastructure
Private Bag X5002
Kimberley
8301

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **KIM 12/2023**, for the **Kimber Correctional Centre: Replacement of hot water system** (hereinafter referred to as the “**contract**”), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**'s disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**'s opinion and sole discretion):

- (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
- (b) the **contractor**'s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

3. Subject to the above, but without in any way detracting from the **employer**'s rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **KIM 12/2023**

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

Department of Public Works and Infrastructure
Private Bag X5002
Kimberley
8301

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 3rd Edition (2015)

1. With reference to the contract between _____
_____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **KIM 12/2023**, for the **Kimberley Correctional Centre: Replacement of hot water system** (hereinafter referred to as the “**contract**”) for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).

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

Tender no: KIM 12/2023

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

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

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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

DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

| | | | |
|-------------------------------|------------------------------------------------------------------------------|----------------------|----------------------------|
| Project title: | <i>Kimberley Correctional Centre: Replacement of hot water system</i> | | |
| Tender / Quotation no: | <i>KIM 12/2023</i> | Reference no: | <i>19/2/4/2/2/2327/503</i> |
| Closing date: | <i>13/10/2023</i> | | |

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **11/10/2023**

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

| | | |
|------------------|-----------|------|
| | | |
| Name of Tenderer | Signature | Date |

| | | |
|----------------------------|-----------|------|
| | | |
| Name of DPW Representative | Signature | Date |