



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

QUOTATION FOR

FOR

**KLEINZEE POLICE STATION:
INSTALLATION OF FENCING AND UPRADING OF
SECURITY MEASURES
(WCS 055596)**

NORTHERN CAPE PROVINCE

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

PROJECT MANAGER:
I. GOITIRWANG

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT
Reference no:	19/2/4/2/2/23470/2

Tender no:	K1m 14/2021		
Advertising date:	29/10/21	Closing date:	19/11/21
Closing time:	1100HRS	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **2 GB** or **2 SQ*** 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 **2 GBPE** or **2 SQPE*** or higher.

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<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.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. insert motivation why the site inspection meeting is declared compulsory
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input checked="" type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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".

<input type="checkbox"/>	
<input type="checkbox"/>	Specify other responsiveness criteria

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE;

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

Minimum functionality score to qualify for further evaluation:	N/A
Functionality criteria:	Weighting factor:
N/A	
Total	100 Points

Collection of tender documents

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

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".

- Alternatively; Bid documents may be collected during working hours at the following address **Kimberley Regional Office, 21-23 Market Street, Old Magistrates Court Building, Kimberley 8300**. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **not be** held in respect of this tender. Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue: N/A

Date: N/A

Starting time: N/A

nquiries related to tender documents may be addressed to:

DPW Project Manager:	I. Goitirwang	Telephone no:	053 838 5304
Cell no:		Fax no:	
E-mail:	Itumeleng.Goitirwang@dpw.gov.za		

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 X5002 Kimberley 8300</p> <p>Attention: Procurement section: Room</p>	OR	<p>Deposited in the tender box at:</p> <p>DPWI Kimberley Regional Office Old Magistrates Court Building 21-23 Market Street, Kimberley 8300</p>
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Compiled by:

 Name of Project Manager	 Signature	 Date
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PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT		
Tender / Quote no:	Kim 14/2021	Reference no:	19/2/4/2/2/2370/2
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

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 F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
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)	23 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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.

<p>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).</p>	<p>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.</p>
<p>f. A natural person, sole proprietor or a Partnership</p>	<p>Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.</p>
<p>g. A Trust</p>	<p>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.</p>

Signed by the Tenderer

Name of representative	Signature	Date

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

3.8.1 If so, furnish particulars:.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? YES NO

3.11.1 If so, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	<i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?</i> (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	<i>If so, furnish particulars:</i>		

5.3	<p><i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i></p> <p>To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	<i>If so, furnish particulars:</i>		
5.5	<p><i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	<i>If so, furnish particulars:</i>		
5.7	<p><i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	<i>If so, furnish particulars:</i>		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- 2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
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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
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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)*

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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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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 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).

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- 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. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the...**Select Points**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	Select Price Points
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	Select B-BBEE Level
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

- 1.
- 2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

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

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING OF SECURITY MEASURES		
Bid no:	Kem 14/2021	Reference no:	19/2/4/2/2/2370/2

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

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

Certification of Independent Bid Determination: PA-29

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

³ 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.

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.

Name of Bidder	Signature	Date	Position

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

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____ steel _____	___ 100 ___ %
_____ Electrical cables _____	___ 90 ___ %
_____	_____ %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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



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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex D

Imported Content Declaration – Supporting Schedule to Annex C

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

Notes: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

Pula

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content				Total landed cost excl VAT	Exempted imported value		
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of Imports	Freight costs to port of entry			All locally incurred landing costs & duties	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

B. Imported directly by the Tenderer

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

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

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

D. Other foreign currency payments

Type of payment	Calculation of foreign currency payments			Quantity Imported	Total imported value
	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid		
(D46)	(D47)	(D48)	(D49)	(D43)	(D44)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above					R 0
This total must correspond with Annex C - C 23					

Signature of tenderer from Annex B

Date: _____

DPW-03 (EC): TENDER DATA

Project title:	<i>KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT</i>
Reference no:	<i>19/2/4/2/2/2370/2</i>

Tender no:		Closing date:	
Closing time:	1100HRS	Validity period:	56 days

Clause number:	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za).</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	<p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules</p> <p>Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (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 instructions (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:



C.1.4	The Employer's agent is:	
	Name:	i. GOITIRWANG
	Capacity:	Departmental Project Manager
	Address:	PRIVATE BAG X5002 KIMBERLEY, 8300
	Tel:	053 838 5304
	Fax:	
	E-mail:	Itumeleng.Goitirwang@dpw.gov.za

C.2.1 C.3.11	A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u>																
	<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, with this tender, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SQ or EP** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the SQ or EP** 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 SQ or EP** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>																
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - Applicable</p>																	
B. <u>INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:</u>																	
<p>Note: Functionality will only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.</p>																	
<table border="1"> <thead> <tr> <th>Functionality Criteria</th> <th>Weighting Factor</th> </tr> </thead> <tbody> <tr> <td>n/a</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>100 Points</td> </tr> </tbody> </table> <p>(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)</p>		Functionality Criteria	Weighting Factor	n/a												Total	100 Points
Functionality Criteria	Weighting Factor																
n/a																	
Total	100 Points																



Minimum functionality score to qualify for further evaluation:	n/a
---	-----

(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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

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

C.1. Technical risks:

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

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

C.1.2 Criterion 2: Contractual commitment

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

- a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

C.2 Commercial risks:

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

C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>

	<p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p>DPWI KIMBERLEY REGIONAL OFFICE 21-23 MARKET STREET KIMBERLEY, 8300</p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
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	<p>Add sub paragraph c) to C.3.9.4, as follows:</p> <p>"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."</p>
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	<p>Add the following to sub paragraph a), as follows:</p> <p>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;</p>
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

DPW-04 (EC): CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	<i>KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT</i>		
Tender no:		Reference no:	<i>19/2/4/2/2/2370/2</i>

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and 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' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer:</p> <p>Government of the Republic of South Africa in its Department of Public Works</p> <p>Postal address: <i>PRIVATE BAG X5002 KIMBERLEY 8300</i></p> <p>Tel: <i>053 838 5304</i> Fax:</p> <p>[1.2] Physical address: <i>21-23 MARKET STREET KIMBERLEY 8300</i></p>

Tender no:

<p>42.1.2 [1.1, 5.1]</p>	<p>Principal Agent: I Goitirwang</p> <p>Postal address: PRIVATE BAG X5002 KIMBERLEY 8300</p> <p>Tel: 053 838 5304 Fax:</p>
<p>[1.1]</p>	<p>Representative of the Employer: I. GOITIRWANG</p> <p>Postal address: PRIVATE BAG X5002 KIMBERLEY 8300</p> <p>Tel: 053 838 5304 Fax:</p>
<p>42.1.3 [1.1, 5.2]</p>	<p>Agent (1)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
<p>42.1.4 [1.1, 5.2]</p>	<p>Agent (2)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
<p>42.1.5 [1.1, 5.2]</p>	<p>Agent (3)</p> <p>Agent's service:</p> <p>Postal address:</p>

		Tel:	Fax:
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Tender no:

42.1.6 [1.1, 5.2]	<p>Agent (4)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
42.1.7 [1.1, 5.2]	<p>Agent (5)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
42.1.8 [1.1, 5.2]	<p>Agent (6)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>
42.1.9 [1.1, 5.2]	<p>Agent (7)</p> <p>Agent's service:</p> <p>Postal address:</p> <p>Tel: Fax:</p>

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to document C3 – Scope of Work.

42.2.2 [1.1]	Site description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :

Tender no:

[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be 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)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[40.2.2.#] [26.1.2 #]	4) Dispute resolution of any dispute shall be conducted in the following chronologically order with litigation being last resort: 4.1 Negotiation 4.2 Mediation 4.3 Adjudication 4.4 Arbitration 4.5 litigation 5) Extended defects liability period applicable to the following elements: <i>Electrical & Mechanical Equipment</i>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 6 months from the commencement date and the penalty per calendar day shall be R 480.00 .
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: n/a Section 2: n/a Section 3: n/a Section 4: n/a

	Section 5: <i>n/a</i>
	Section 6: <i>n/a</i>
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

Tender no:

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the minimum sum of R () With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R () With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R () With a deductible of R ()

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: <input type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) Or <input checked="" type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or

	<input type="checkbox"/> Other (<i>specify</i>)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

<p>42.4.6 [31.5.3]</p> <p>[32.13]</p>	<p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
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<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>
	<p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to "principal agent" with the word "employer"</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents</p> <p>10.5 Add the following as 10.5</p>



Damage to the works

- (1) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (2) 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**
- (3) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (4) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- (1) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (2) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (3) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (4) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property



and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 **Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

10.7.2 **Injury to persons or loss of or damage to property**

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 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 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

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

	<p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p>
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Tender no:

	<p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p>
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- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the works the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause

15.1.2 The **security** selected in terms of 14.0

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days of commencement date**

15.2.1 Under 41: Amend to read as follows:

“Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

17.1.11 Delete the words “and the appointment of **nominated and selected subcontractors**”

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 or 31.8

31.8 Amend as follows:

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

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

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

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

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.

31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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

	<p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this 37.5 agreement either by the employer or the contractor; or for any reason whatsoever, and 38.7 the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p>
--	---



	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.
--	--

42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>_____</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

Tender no:

<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(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 <input type="checkbox"/> No <input type="checkbox"/></p> <p>(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) (DPW-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

<p>42.6 42.6.1</p>	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document: : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
------------------------	---

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

Project title:	<i>KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING SECURITY MEASURES</i>		
Tender no:		Reference no:	19/2/4/2/2/2370/2

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: ***KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING SECURITY MEASURES***

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

*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 no:

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
select
 - (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
select

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

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

.....

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

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

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

CIDB Registration Number:

Tender no:

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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

Tender no:

Schedule of Deviations

*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

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"
 For Internal & External Use

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

Project title:	KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING SECURITY MEASURES	
Tender / quotation no.:	Kim 14/2021	Closing date: 19/11/21
Advertising date:	29/10/21	Validity period: 56 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Date
Signature	Date

DPW-10.1 (EC): FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

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

To: *insert name*
Private Bag *insert no*
insert town
insert postal code

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

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 (hereinafter referred to as the “**employer**”), Contract/Tender No: *insert Contract / Tender No*, for the *insert description of works* (hereinafter referred to as the “contract”) in the amount of R *insert amount, (insert amount in words)*, (hereinafter referred to as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R *insert amount, (insert amount in words)* being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor’s** obligation shall not affect the validity of this guarantee.

6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the guarantor's liability ceases.
7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of practical completion**.
8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

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-10.3 (EC): VARIABLE CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

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

To:
Private Bag

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

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, (hereinafter referred to as the "**employer**"), Contract/Tender No: _____, for the **KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING OF SECURITY MEASURES** (hereinafter referred to as the "**contract**" in the amount of R _____, (_____) (hereinafter referred as the **contract sum**),
I / We, _____
in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (_____) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of the contract.
2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
 - (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 3 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of practical completion**, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT).
 - (c) The **guarantor's** liability shall reduce to 1 % of the **contract value** (excluding VAT) as determined at the date of the last **certificate of final completion**, subject to such amount not exceeding 10 % of the **contract sum** (excluding VAT).
 - (d) This guarantee shall expire on the date of the last **final payment certificate**.
 - (e) The **practical completion certificate** and the **final completion certificate** referred to in this guarantee shall mean the certificates issued in terms of the contract.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

DPW-10.3 (EC): Variable Construction Guarantee – JBCC

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

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.



DPW-10.3 (EC): Variable Construction Guarantee – JBCC

- 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-21 (EC): Record of addenda to tender documents

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

Project title:	KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT		
Tender no:	Kim 14/2021	Reference no:	19/2/4/2/2/2370/2

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING OF SECURITY MEASURES</i>		
Tender no:		Reference no:	19/2/4/2/2/2370/2

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

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

Project title:	<i>KLEINZEE POLICE STATION: INSTALLATION OF FENCING AND SECURITY LIGHT</i>		
Tender no:		Reference no:	19/2/4/2/2/2370/2

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

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

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

PG-01.2 (EC) SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	<i>KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING OF SECURITY MEASURES</i>		
Tender no:	<i>Kum 14/2024</i>	Reference no:	<i>19/2/4/2/2/2370/2</i>

C3. Scope of Works

(a) **EXTENT OF THE WORKS**

Removal and disposal of existing fence
 Installation of new invisible wall anti climb welded mesh fencing and security gates
 Installation of LED security and perimeter light around the police station

(b) **ORDER OF THE WORKS**

To be determine by Contractor

(c) **BUILDINGS OCCUPIED**

YES

(d) **ACCESS**

Restricted due to security nature of facility..

PG-02.2 (EC) PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	KLEINZEE SAPS: REPLACEMENT OF FENCING AND UPGRADING OF SECURITY MEASURES		
Tender no:		Reference no:	19/2/4/2/2/2370/2

C2.1 Pricing Instructions

(a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

(b) VALUE ADDED TAX

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) FIXED PRICE CONTRACT

*Should the bills of quantities / lump sum document be a fixed price contract, the following clause must be inserted in the Pricing Instructions. **(Delete this instruction if a fixed price contract is applicable, or delete item in total if not a fixed price contract)***

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

(c) LABOUR-INTENSIVE WORKS

*Should labour-intensive works be applicable to the contract the following clause must be inserted in the Pricing Instructions. **(Delete item in total if labour-intensive works are not applicable to the contract)***

Those parts of the works to be constructed using labour-intensive methods are marked in the **bills of quantities / lump sum document** with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.

Where minimum labour intensity is specified by the design the **contractor** is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	<i>Kleinzee SAPS: Installation and replacement of fencing</i>		
Tender no:	<i>Km 14/2021</i>	Reference no:	

C4 Site Information

1. GENERAL

- (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*
 - (b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*
2. *The following serves as a guideline only with regard to the type of items to be included in the Site Information.*
- (a) **Fencing is for an existing building.**

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

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

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date



DECLARATION – EPWP PROGRAMME

I _____ from the Company

Hereby Undertake To Comply To:

1. LABOUR INTENSIVE CONSTRUCTION METHODS (LIC)

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

2. RECRUITMENT AND PLACEMENT OF EPWP NYS PARTICIPANTS

2.1 Recruitment, Placement and Exposure Training of NYS Participants. N/A

2.2 Comply To EPWP BOQ, Specifications and Code of Good Practice

3. RECRUITMENT AND PLACEMENT OF LOCAL LABOURERS

3.1 Recruitment And Placement Of FOUR (2) Local Laborers

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

4. COMPLY TO EPWP MONTHLY REPORTING REQUIREMENTS

Monthly, Prepare And Submit Below EPWP Reports Attached To Monthly Payments Certificate:

- 4.1 All Employees and EPWP Participants Contracts
- 4.2 All Employees And EPWP Participants Certified SA ID Copies
- 4.3 All Employees And EPWP Participants Attendance Registers
- 4.4 All Employees and EPWP Participants Proof Of Payment
- 4.5 EPWP Reports Populated On Standard Templates

5. PENALTY FOR NON COMPLIANCE

Acknowledge Non Compliance Penalty of R 3000- 00 (Three Thousands Rand) Per Month Per Participants

Signed by : _____
Director of the Company

Company name : _____

Date : _____

BILLS OF QUANTITIES

BILL NUMBER 1: PRELIMINARIES & GENERAL					
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
1.	PRELIMINARIES				
	<p>The contractor shall allow for his own preliminary and/or overhead costs as required for the execution of the contract provisions such as the following and any other requirements they may wish to add:</p> <ul style="list-style-type: none"> - Compliance with health and safety regulations as per Act 85 of 1993 - Site Establishment - Cleaning and Clearing - Electrical power supply - Verification of measurements, quantities and sizes - Protection of adjoining structures - Minimizing operational disruptions - Keeping the site clean - Other: Specify 	lump sum			
2.	GENERAL REQUIREMENTS				
	<p>2203: INSURANCE: The Contractor shall enter into a policy of insurance to cover his liability under the law in force, relating to the Workman's Compensation and liability to the Public and shall produce proof of such insurance having been effected by him, during the period of the contract.</p> <p>The Contractor shall indemnify the Government from all claims due to accidents to Workmen and the Public during the execution of this Contract.</p>	Lumpsum			
	<p>2204: TAKING POSSESSION: The successful Tenderer will be required to take possession of the property on notification of acceptance of his tender. Any loss or damage to the property after that date will be to the account of the Contractor and on no account will any claim for compensation be entertained in connection with any loss or damage.</p>	Lumpsum			
	<p>2205: PROTECTION AGAINST FIRE: The Contractor shall be responsible for the protection and safety of the premises against fire and shall take such precautions as may be directed by the Representative/Agent.</p>	Lumpsum			
	<p>2208: PLANT, ETC.: The Contractor shall provide all necessary labour, plant and transport for the carrying out of the work in a satisfactory manner and to the satisfaction of the Representative/Agent.</p>	Lumpsum			
	<p>2210: MAKING GOOD: The Contractor must make good in all trades to any adjacent work damaged or disturbed through the demolitions with all the necessary new materials to match and leave complete and perfect in every respect.</p>	Lumpsum			
	<p>2211: REGULATIONS: The Contractor shall comply with all Government, Local Management and other regulations, governing the demolition of buildings, and shall pay all fees legally payable and shall make provision for such amounts in his tender.</p>	Lumpsum			
CARRIED FORWARD TO SUMMARY PAGE					

BILL NUMBER 2: FENCING INSTALLATION					
<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
NOTES					
<p>Pricing: The tenderer is advised to visit the site before pricing this section to acquaint themselves with the site conditions</p> <p>Installation: Installation of all fencing and gates must be in accordance to manufacturer's specifications and applicable drawings</p> <p>Samples: Bidders will be required to bring a sample(s) of the fencing to client representative for approval and it shall be kept on site until the works are completed/</p> <p>Product: All steel materials shall be of good commercial quality galvanized steel</p> <p>All pipes shall be galvanized in one piece without joints. Furnish moisture proof caps for all posts</p> <p>Zinc coating shall be smooth and essentially free from lumps, globs or points</p> <p>Miscellaneous material shall be galvanized</p>					
1.	INSTALLATION OF SECURITY GATES				
1.1	To provide and install vehicle motor gate 4500mm width x2100m high, constructed of INVISIBLE WALL ANTICLIMB welded mesh paneling same specification as the fence. Contractor to check and measurements on site and the same against drawing and specification before putting any work in hand.	each	1		
1.2	To provide and install pedestrian gate to be 1400 mm W x 2100 mm H (recommended commercial dimensions), constructed of INVISIBLE WALL ANTICLIMB welded mesh paneling same specification as the fence.	each	1		
1.3	Provide and fit industrial grade motor kit. Test for functioning and leave in good order.	each	1		
1.4	Provide and fit safety railing for motor according to motor kit Manufacturer indications.	each	1		
1.5	Provide and fit high security magnetic locking system to pedestrian gates	each	1		
2.	INSTALLATION OF INVISIBLE WALL ANTICLIMB WELDED MESH				
2.1.0	Carefully take down fencing as indicated, remove from site > 100 km. - ML.	m	194		
2.2.0	Set out and excavation of foundation for fence/ gates poles.	m	194		
2.3.	To provide and erect 2100mm high by 3000mm wide anti climb invisible wall fencing consisting of; The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity). Panel aperture size (centers) shall be 76.2mm x 12.7mm. Wire diameter will be 3.5mm. Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line) Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized, then Polymetic 6000 coated. 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Galvanized, then Polymetic 6000 coated; following the existing layout. Posts to be 2700 mm H square section posts to be 80 mm x 80 mm; buried foundation type; poles embedded 500 mm. Hinges to be bolts and Spider Clamps. Post shall include 'Locking Recess Mechanism' to secure panel edge. Post shall be sealed with a UV stabilized polymer cap. Post finish shall be galvanized, then Polymetic 6000 coated. The stands are each to be surrounded with Class B-concrete block, size 500 x 500 x 600mm, finished level with the ground. Contractor to check and measurements on site and the same against drawing and specification before putting any work in hand. Fence Corner Configuration. The fence configuration should not have any sharp corners and all angles at changes of direction should be a minimum of 130 degrees.	m	194		
2.4.	Buried foundations for fencing posts vehicular gate framing/ground beam, security lights and safety railing, Class B-concrete 500 x 500 x 600mm deep; poles embedded 500 mm. Includes form bearer, supply and pouring of concrete.	m3	30		
3.0.	EXTERNAL WORKS				
3.1.	Supply and install 60mm thick concrete paver apron border 2m wide along vehicular gate including 150 x 300mm high kerbs (SANS 927 fig3) with 150 x 150 x 300mm unreinforced concrete haunching at back of each joint, including excavation, backfilling, etc.	m2	4		
3.2.	Reclamation of areas: Cutting and removal of tree branches, stump and upper roots.	each	1		
3.3.	Dozing of remaining tree roots and underneath soil. Cutting of roots.	m3	1		
3.4.	Reclamation of disturbed areas: Shaping, leveling and vegetation of areas from which light structures have been removed.	m2	230		
3.5.	Load and haul 50 km.	m3	2		
3.6.	Reclamation of disturbed areas: Backfilling of pit area.	m3	3		
3.7.	Excavation in medium hard soil.	m3	20		
3.8.	Backfilling metallic posts foundations.	m3	20		
5.0.	TESTS				
5.1.	To provide and have concrete strength cubes check, tested by an approved laboratory and deliver the results to the representative within 24 hours of the tests being completed.	each	3		
CARRIED FORWARD TO SUMMARY PAGE					

BILL NUMBER 3: ELECTRICAL INSTALLATIONS

GENERAL NOTES

- This Bill of Quantities forms part of, and must be read in conjunction with the specification.
- No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made it will not be recognised but the original wording of the Bill of Quantities will be adhered to.
- The Department will check the completed Bill of Quantities and reserves the right to adjust any individual price and to rectify any discrepancy whilst the total tender price as quoted remains unaltered.
- The quantities given in the Bill for cable, cable markers, earth wire laid with cable, overhead conductors, overhead earth wire and excavations cannot be regarded as exact and are subject to measurement on site after completion of the service and adjustments will be made according to the unit rates given in the Bill.

All other quantities will not be measured on site.

In the event of discrepancies between the drawings, specifications and Bill of Quantities the Department shall decide whether the work as executed shall be re-measured on site or whether re-measurement shall be effected from the working drawings only.

NOTE:

Checking of Cable and Overhead Conductor Lengths

Notwithstanding the fact that the lengths of cables and overhead conductors as given in the Bills of Quantities have been measured from scaled drawings, the contractor shall check such lengths of cable after the completion of the service. Any allowance for off-cuts shall be made in the unit rates. The final measurements shall be based on the nett route length of the cables and overhead lines concerned.

- Where alternative prices for gear of different manufacture are quoted the lowest alternative price for gear to specification must be quoted against the relevant item in the Bill of Quantities. The remaining alternative prices must be furnished separately.
- The unit prices quoted in the Bill of Quantities must include for such small installation material as are required for the complete installation in accordance with the specification.
- Unit prices must be quoted for all items listed in the Bill of Quantities, even if the quantity listed is zero.

AMENDED 94/09

SPECIFICATION FOR ELECTRICAL WORK

1. NOTICES AND FEES

The contractor shall give all notices required by and pay all necessary fees, including any inspection fees, which may be due to the local Supply and install Authority.

On production of the official account, only the net amount of the fee charged by the Supply and install Authority for connection of the installation to the Supply and install mains, will be refunded to the contractor by the Department.

2. SCHEDULE OF FITTINGS

In all instances where schedule of light, socket outlet and power points are attached or included on the drawings, these schedules are to be regarded as forming part of the specification.

3. QUALITY OF MATERIALS

Only materials of first-class quality shall be used and all materials shall be subject to the approval of the Department. Departmental specifications for various materials to be used on this contract are attached to and form part of this specification.

Wherever applicable the material is to comply with the relevant South African Bureau of Standards specifications, or to British Standard Specifications, where no SABS Specifications exist.

Materials wherever possible, must be of South African manufacture.

4. CONDUIT AND ACCESSORIES

The type of conduit and accessories required for the service, *i.e.* whether the conduit and accessories shall be of the screwed type, plain-end type or of the non-metallic type and whether metallic conduit shall be black enamelled or galvanised, is specified in Part 2 of this specification. Unless other methods of installation are specified for certain circuits, the installation shall be in conduit throughout. No open wiring in roof spaces or elsewhere will be permitted.

The conduit and conduit accessories shall comply fully with the applicable SABS specifications as set out below and the conduit shall bear the mark of approval of the South African Bureau of Standards.

- (a) Screwed metallic conduit and accessories: SABS 162
- (b) Plain-end metallic conduit and accessories: SABS 1065 Parts 1 and 2
- (c) Non-metallic conduit and accessories: SABS 950

All conduit fittings except couplings, shall be of the inspection type. Where cast metal conduit accessories are used, these shall be of malleable iron. Zinc base fittings will not be allowed.

Bushes used for metallic conduit shall be brass and shall be provided in addition to locknuts at all points where the conduit terminates at switchboards, switch-boxes, draw-boxes, etcetera

Draw-boxes are to be provided in accordance with the "Wiring Code" and wherever necessary to facilitate easy wiring.

For light and socket outlet circuits, the conduit used shall have an external diameter of 20 mm. In all other instances the sizes of conduit shall be in accordance with the "Wiring Code" for the specified number and size of conductors, unless otherwise directed in part 2 of this specification or indicated on the drawings.

Only one manufacture of conduit and conduit accessories will be permitted throughout the installation.

Running joints in screwed conduit are to be avoided as far as possible and all conduit systems shall be set or bend to the required angles. The use of normal bends must be kept to a minimum with exception of larger diameter conduits where the use of such bends is essential.

All metallic conduit shall be manufactured of mild steel with a minimum thickness of 1.2 mm for plain-end conduit and 1.6 mm in respect of screwed conduit.

NOTE

Under no circumstances will conduit having a wall thickness of less than 1.6 mm be allowed in screeding laid on top of concrete slabs.

Bending and setting of conduit must be done with special bending apparatus manufactured for the purpose and which are obtainable from the manufacturers of the conduit systems.

Damage to conduit resulting from the use of incorrect bending apparatus or methods applied must on indication by the Department's inspectorate staff, be completely removed and rectified and any wiring already drawn into such damaged conduits must be completely renewed at the contractor's expense.

Conduit and conduit accessories used for flame-proof or explosion proof installations and for the suspension of luminaires as well as all load bearing conduit shall in all instances be of the metallic screwed type.

All conduit and accessories used in areas within 50km of the coast shall be galvanised to SABS 763.

Tenderers must ensure that general approval of the proposed conduit system to be used is obtained from the local electricity Supply and install authority prior to the submission of their tender. Under no circumstances will consideration be given by the Department to any claim submitted by the contractor, which may result from a lack of knowledge in regard to the Supply and install authority's requirements.

5. CONDUIT IN ROOF SPACES

Conduit in roof spaces shall be installed parallel or at right angles to the roof members and shall be secured at intervals not exceeding 1.5 metre by means of saddles screwed to the roof timbers.

Nail or crampets will not be allowed.

Where non-metallic conduit has been specified for a particular service, the conduit shall be supported and fixed with saddles with a maximum spacing of 450 mm throughout the installation. The contractor shall Supply and install and install all additional supporting timbers in the roof space as required.

Under flat roofs, in false ceilings or where there is less than 0.9 metre of clearance, or should the ceilings be insulated with glass wool or other insulating material, the conduit shall be installed in such a manner as to allow for all wiring to be executed from below the ceilings.

Conduit runs from distribution boards shall, where possible terminate in fabricated sheet steel draw-boxes installed directly above or in close proximity to the boards.

6. SURFACE MOUNTED CONDUIT

Wherever possible, the conduit installation is to be concealed in the building work; however, where unavoidable or otherwise specified under Part 2 of the specification, conduit installed on the surface must be plumbed or levelled and only straight lengths shall be used.

The use of inspection bends is to be avoided and instead the conduit shall be set uniformly and inspection coupling used where necessary.

No threads will be permitted to show when the conduit installation is complete, except where running couplings have been employed.

Running couplings are only to be used where unavoidable, and shall be fitted with a sliced couplings as a locknut. Conduit is to be run on approved spaced saddles rigidly secured to the walls. Alternatively, fittings, tees, boxes, couplings etcetera, are to be cut into the surface to allow the conduit to fit flush against the surface. Conduit is to be bedded into any wall irregularities to avoid gaps between the surface and the conduit.

Crossing of conduits is to be avoided, however, should it be necessary purpose-made metal boxes are to be provided at the junction. The finish of the boxes and positioning shall be keeping with the general layout.

Where several conduits are installed side by side, they shall be evenly spaced and grouped under one purpose-made saddle.

Distribution boards, draw-boxes, industrial switches and socket outlets etcetera, shall be neatly recessed into the surface to avoid double sets.

In situations where there are no ceilings the conduits are to be run along the wall plates and tie beams.

In buildings where building operations are to be carried out, all surface conduit will be painted by the building contractor.

In all other instances the electrical contractor shall allow for painting of surface conduit with two coats of good quality enamel paint and the colour shall match the surrounding building finish.

Only approved plugging materials such as aluminium inserts, fibre plugs, plastic plugs, etcetera, and round-head screws shall be used for fixing saddles, switches, socket outlets, etcetera, to walls, wood plugs and the plugging in joints in brick walls are not acceptable.

7. **CONDUIT IN CONCRETE SLABS**

In order not to delay building operations the contractor must ensure that all conduits and other electrical equipment which are to be cast in the concrete columns and slabs are installed in good time.

The contractor shall have a representative in attendance at all times when the casting of concrete takes place.

Draw-boxes, expansion joint boxes and round conduit boxes are to be provided where necessary. Sharp bends of any nature will not be allowed in concrete slabs.

Draw and/or inspection boxes shall be grouped under one common cover plate, and must preferably be installed in passages or male toilets.

All boxes, etcetera, are to be securely fixed to the shuttering to prevent displacement when concrete is cast. The conduit shall be supported and secured at regular intervals and installed as close as possible to the neutral axis of concrete slabs and/or beams.

Before any concrete slabs are cast, all conduit droppers to switchboards shall be neatly spaced and rigidly fixed.

8. **WIRING**

Except where otherwise specified in Part 2 of the specification, wiring shall be carried out in conduit throughout. Only one circuit per conduit will be permitted.

No wiring shall be drawn into conduit until the conduit installation has been completed and all conduit ends provided with bushes. All conduit to be clear of moisture and debris before wiring is commenced.

Unless otherwise specified in Part 2 of this specification or indicated on the service drawings, the wiring of the installation shall be carried out in accordance with the "Wiring Code". Further to the requirements concerning the installation of earth conductors to certain light points as set out in the "Wiring Code", it is a specific requirement of this document that where plain-end metallic conduit or non-metallic conduit has been used, earth conductors must be provided and drawn into the conduit with the main conductors to all points, including all luminaires and switches throughout the installation.

Wiring for lighting circuits is to be carried out with 1.5 mm² conductors and a 1.5 mm² earth conductor. For socket outlet circuits the wiring shall comprise 4 mm² conductors and a 2.5 mm² earth conductor. In certain instances, as will be directed in Part 2 of this specification, the sizes of the aforementioned conductors may be increased for specified circuits. Sizes of conductors to be drawn into conduits in all other instances, such as feeders to distribution boards, power points etcetera, shall be as specified elsewhere in this specification or indicated on the drawings. Sizes of conductors not specified must be determined in accordance with the "Wiring Code".

The loop-in system shall be followed throughout, and no joints of any description will be permitted.

The wiring shall be done in PVC insulated 600/1000 V grade cable to SABS 150.

Where cable ends connect onto switches, luminaires etcetera, the end strands must be neatly and tightly twisted together and firmly secured. Cutting away of wire strands of any cable will not be allowed.

9. **SWITCHES AND SOCKET OUTLETS**

All switches and switch-socket outlet combination units shall conform to the Department Quality Specifications, which form part of this specification.

No other than 16A 3-pin sockets are to be used, unless other special purpose types are distinctly specified or shown on the drawings.

All light switches shall be installed at 1.4 metre above finished floor level and all socket outlets as directed in the Schedule of Fittings which forms part of this specification or alternatively the height of socket outlets may be indicated on the drawings.

10. **SWITCHGEAR**

Switchgear, which includes circuit breakers, ironclad switches, interlocked switch-socket outlet units, contactors, time switches, etcetera, is to be in accordance with the Departmental Quality Specifications which form part of this specification and shall be equal and similar in quality to such brands as may be specified.

For uniform appearance of switchboards, only one approved make of each of the different classes of switchgear mentioned in the Quality Specifications shall be used throughout the installations.

11. **SWITCHBOARDS**

All boards shall be in accordance with the types as specified, be constructed according to the detail or type drawings and must be approved by the Department before installation.

In all instances where provision is to be made on boards for the Supply and install authority's main switch and/or metering equipment the contractor must ensure that all requirements of the authorities concerned in this respect are met.

Any construction or standard type board proposed as an alternative to that specified, must have the prior approval of the Department.

All busbars, wiring, terminals, etcetera, are to be adequately insulated and all wiring is to enter the switchgear from the back of the board. The switchgear shall be mounted within the boards to give a flush front panel. Cable and boxes and other ancillary equipment must be provided where required.

Clearly engraved labels are to be mounted on or below every switch. The wording of the labels in both official languages is to be according to the layout drawings or as directed by the Department's representative and must be confirmed on site. Flush mounted boards to be installed with the top of the board 2.0 metre above the finished floor level.

12. **WORKMANSHIP AND STAFF**

Except in the case of electrical installations supplied by a single-phase electricity Supply and install at the point of Supply and install, an accredited person shall exercise general control over all electrical installation work being carried out.

The workmanship shall be of the highest grade and to the satisfaction of the Department.

All inferior work shall, on indication by the Department's inspecting officers, immediately be removed and rectified by and at the expense of the electrical contractor.

13. **CERTIFICATE OF COMPLIANCE**

On completion of the service, a certificate of compliance must be issued to the Department's representative/agent in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

14. **EARTHING OF INSTALLATION**

The type of main earthing must be as required by the Supply and install authority if other than the Departments, and in any event as directed by the Department's representative, who may require additional earthing to meet test standards.

Where required an earth mat shall be provided, the minimum size, unless otherwise specified, being 1.0 metre x 1.0 metre and consisting of 4 mm diameter hard-drawn bare copper wires at 250 mm centres, brazed at all intersections.

Alternatively or additionally earth rods or trench earths may be required as specified or directed by the Department's authorised representative.

Installations shall be effectively earthed in accordance with the "Wiring Code" and to the requirements of the Supply and install authority. All earth conductors shall be stranded copper with or without green PVC insulation.

Connection from the main earth bar on the main board must be made to the cold water main, the incoming service earth conductor, if any and the earth mat or other local electrode by means of 12 mm x 1.60 mm solid copper strapping or 16 mm² stranded (not solid) bare copper wire or such conductors as the Department's representative may direct. Main earth copper strapping where installed below 3m from ground level, must be run in 20 mm diameter conduit securely fixed to the walls.

All other hot and cold water pipes shall be connected with 12 mm x 0.8 mm perforated or solid copper strapping (not conductors) to the nearest switchboard. The strapping shall be fixed to the pipe work with brass nuts and bolts and against walls with brass screws at 150 mm centres. In all cases where metal water pipes, down pipes, flues, etcetera, are positioned within 1.6 metre of switchboards an earth connection consisting of copper strapping shall be installed between the pipe work and the board. In vertical building ducts accommodating both metal water pipes and electrical cables, all the pipes shall be earthed at each distribution board.

Roofs

Where service connections consist of overhead conductors, all metal parts of roofs, gutters and down pipes shall be earthed. One bare 10 mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor and each switchboard. The roof and gutters shall be connected at 15 metre intervals to this conductor by means of 12 mm x 0.8 mm copper strapping (not conductors) and galvanised bolts and nuts. Self-tapping screws are not acceptable. Where service connections consist of underground supplies, the above requirements are not applicable.

Sub-Distribution Boards

A separate earth connection shall be supplied between the earth busbar in each sub-distribution board and the earth busbar in the Main Switchboard. These connections shall consist of bare or insulated stranded copper conductors installed along the same routes as the Supply and install cables or in the same conduit as the Supply and install conductors. Alternatively armoured cables with earth continuity conductors included in the armouring may be utilised where specified or approved.

Sub-circuits

The earth conductors of all sub-circuits shall be connected to the earth busbar in the Supply and install board in accordance with SABS 0142.

Ring Mains

Common earth conductors may be used where various circuits are installed in the same wireway in accordance with SABS 0142. In such instances the sizes of earth conductors shall be equivalent to that of the largest current carrying conductor installed in the wireway, alternatively the size of the conductor shall be as directed by the Engineer.

Earth conductors for individual circuits branching from the ring main shall be connected to the common earth conductor with T-ferrules or soldered. The common earth shall not be broken.

Non-metallic Conduit

Where non-metallic conduit is specified or allowed, the installation shall comply with the Department's standard quality specification for "conduit and conduit accessories". Standard copper earth conductors shall be installed in

the conduits and fixed securely to all metal appliances and equipment, including metal switch boxes, socket-outlet boxes, draw-boxes, switchboards, luminaires, etcetera. The securing of earth conductors by means of self-threading screws will not be permitted.

Flexible Conduit

An earth conductor shall be installed in all non-metal flexible conduit. This earth conductor shall not be installed externally to the flexible conduit but within the conduit with the other conductors. The earth conductor shall be connected to the earth terminals at both ends of the circuit.

Connection

Under no circumstances shall any connection points, bolts, screws, etcetera, used for Earthing be utilised for any other purpose. It will be the responsibility of the Contractor to Supply and install and fit earth terminals or clamps on equipment and materials that must be earthed where these are not provided. Unless earth conductors are connected to proper terminals, the end shall be tinned and lugged.

15. **MOUNTING AND POSITIONING OF LUMINAIRES**

The electrical contractor is to note that in the case of board and acoustic tile ceilings, *i.e.* as opposed to concrete slabs, close co-operation with the building contractor is necessary to ensure that as far as possible the luminaires are symmetrically positioned with regard to the ceiling pattern.

The lay-out of the luminaires as indicated on the drawings must be adhered to as far as possible and must be confirmed with the Department's representative.

Fluorescent luminaires installed against concrete ceilings shall be screwed to the outlet boxes and in addition 2 x 6 mm expansion or other approved type fixing bolts are to be provided. The bolts are to be $\frac{3}{4}$ of the length of the luminaires apart.

Fluorescent luminaires to be mounted on board ceilings shall be secured by means of two 40 mm x No 10 round head screws and washers. The luminaires shall also be bonded to the circuit conduit by means of locknuts and brass bushes. The fixing screws are to be placed $\frac{3}{4}$ of the length of the fitting apart.

Earth conductors must be drawn in with the circuit wiring and connected to the Earthing terminal of all fluorescent luminaires as well as other luminaires exposed to the weather in accordance with the "Wiring Code".

Incandescent luminaires are to be screwed directly to outlet boxes in concrete slabs. Against board ceilings the luminaires shall be secured to the brading or joists by means of two 40 mm x No 8 round head screws.

16. **DEPARTMENTAL MATERIAL**

When certain materials are supplied by the Department to the contractor for installation, the contractor must arrange for taking delivery and providing safe storage for these materials.

The contractor will be held responsible for all damage to or loss of such material while it is in his custody.

17. **DELAY**

If the electrical contractor's work should cause any delay to the building operations, he will be held responsible for any claims arising out of such delay.

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
1.	CONDUIT				
1.1	Plain end metal conduit, including all couplings, male and female bushes, locknuts and plugs, fixing saddles and screws, cutting, bending, reaming, fixing, cleaning for wiring purposes.				
1.1.1	20 mm in brickwork/concrete				
	Supply	m	0		
	Install	m	0		
1.1.2	20 mm on surface				
	Supply	m	0		
	Install	M	0		
1.2	Conduit plastic of PVC, exposed on wall.				
1.2.1	40 x 25 mm PVC gutter				
	Supply	m	50		
	Install	m	50		
2.	DRAW BOXES				
2.1	Supply and installation of extension box surface mounted. Connected to the conduit installation as specified.				
2.1.1	100 x 50 x 50 mm boxes				
	Supply	each	0		
	Install	each	0		
2.1.2	100 x 100 x 50 mm boxes				
	Supply	each	0		
	Install	each	0		
2.2	Supply and installation of flush boxes, in brick or concrete. Connected to the conduit installation as specified.				
2.2.1	100 x 50 x 50 mm boxes				
	Supply	each	2		
	Install	each	2		
2.2.2	100 x 100 x 50 mm boxes				
	Supply	each	0		
	Install	each	0		
2.3	Supply and installation of round one- to four-way draw boxes 65 mm dia in brickwork or surface, complete with box lid fixingscrews.				
2.3.1	Round 65 mm dia x 50 mm deep for 20 mm conduit				
	Supply	each	0		
	Install	each	0		
3.	SWITCH SOCKETS FOR FLUSH AND SURFACE INSTALLATION				
3.1	Supply and installation of sockets installed in flush or surface mounted draw boxes complete with socket fixing screws.				
3.1.1	16A 3-pin single switch socket with cover plate				
	Supply	each	0		
	Install	each	0		
3.1.2	16A 3-pin double switch socket with cover plate				
	Supply	each	0		
	Install	each	0		
4.	ISOLATING SWITCHES FOR SURFACE/FLUSH INSTALLATION				

BROUGHT FORWARD: R _____

4.1	Supply and installation of the surface mounted isolating switches for single and three phase power points complete with 100 x 100 x 50 mm extension box complete with fixing screws and cover plate.				
4.1.1	30A double pole isolating switch with cover plate				
	Supply	each	0		
	Install	each	0		
4.1.2	60A double pole isolating switch with cover plate				
	Supply	each	0		
	Install	each	0		
<i>CARRIED FORWARD</i>					

BROUGHT FORWARD: R _____

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
4.2	Supply and installation of flush mounted isolating switches for single and 3-phase power points. To be installed in existing 100 x100 mm flush box.				
4.2.1	30A double pole isolating switch with cover plate				
	Supply	each	0		
	Install	each	0		
4.2.2	60A double pole isolating switch with cover plate				
	Supply	each	0		
	Install	each	0		
4.3	Supply and installation of flush mounted combination stove disconnector/socket outlet switch. To be installed in existing extension box complete with fixing screws and cover plate.				
4.3.1	60A double pole switch disconnector, complete with pilot light				
	Supply	each	0		
	Install	each	0		
4.4	Supply and installation of vandal resistant, weather-, dust- and vapour proof isolating switches for single and three phase powerpoints, complete with 100 x 100 x 50 mm galvanized draw box, complete with cover plate and fixing screws.				
4.4.1	30A double pole isolating switch in weatherproof 'York box'				
	Supply	each	0		
	Install	each	0		
4.4.2	60A double pole isolating switch in weatherproof 'York box'				
	Supply	each	0		
	Install	each	0		
5.	LIGHT SWITCHES				
5.1	Supply and installation of the light switches in 100 x 50 x 50 mm surface or flush box complete with fixing screws and cover plate.				
5.1.1	16A single lever one-way with cover plate				
	Supply	each	1		
	Install	each	1		
5.1.2	16A single lever two-way with cover plate				
	Supply	each	0		
	Install	each	0		
5.1.3	16A double lever both one-way with cover plate				
	Supply	each	0		
	Install	each	0		
5.1.4	16A three lever one-way with cover plate				
	Supply	each	0		
	Install	each	0		
5.1.5	16A double lever one one-way and one two-way with cover plate				
	Supply	each	0		
	Install	each	0		
5.1.6	16A single lever one-way vandal resistant weather- dust and vapour proof				
	Supply	each	0		
	Install	each	0		
6.	CONDUCTORS				
6.1	PVC insulated stranded copper conductors for electrical circuits installed in conduit, powerskirting, etcetera, grouped and connected to equipment. (All wasted cut-offs must be included in the tender price.)				
6.1.1	2.5 mm ²				
	Supply	m	260		
	Install	m	260		
6.1.2	4 mm ²				
	Supply	m	144		
	Install	m	144		
6.1.3	10 mm ²				
	Supply	m	0		
	Install	m	0		
CARRIED FORWARD					

BROUGHT FORWARD: R _____

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
6.2	Bare stranded copper earth wire for all electrical circuits installed in conduit, power skirting, etcetera, grouped and connected to the equipment. (All wasted cut-offs must be included in the tender price.)				
6.2.1	1.5 mm ² Supply Install	m m	0 0		
6.2.2	2.5 mm ² Supply Install	m m	0 0		
6.2.3	6 mm ² Supply Install	m m	0 0		
7.	DISTRIBUTION BOARDS				
7.1	Main DB - SAPS Refurbishment including replacement of all existing components and switchgear as listed below: (1 x 5A 1 P MCB circuit Breaker No1 and 1 x 5 A 1 P MCB Circuit Breaker No2.) Price shall include for all internal wiring, connections, mounting of equipment, labels, legend cards and commissioning. Price shall also include for the cleaning and spray of external meter-box	Item	Sum	-	
7.1.1	Surface mounted isolation distribution box of 4 elements Supply Install	each each	2 2		
7.2	Electric column DB Supply and delivery to site of a new surface mounted distribution board with the following switchgear: 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P; 1 x 0,5 A 1 P. Price shall include for all internal wiring, connections, mounting of Equipment, labels, legend cards and commissioning.	Item	Sum	-	
8.	LIGHT FITTINGS				
8.1	Supply and installation of the following light fittings including lamps, wiring, connections and earthing.				
8.1.1	Type A (Searchlight) Supply Install	each each	11 11		
8.1.2	Type B Supply Install	each each	0 0		
8.1.3	Type C Supply Install	each each	0 0		
8.1.4	Type D Supply Install	each each	0 0		
8.1.5	Type E Supply Install	each each	0 0		

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8.1.6	Type F Supply Install	each each	0 0		
8.1.7	Type G Supply Install	each each	0 0		
8.1.8	Type H Supply Install	each each	0 0		
8.1.9	Steel screws Ø 5 mmx 60 mm Supply Install	each each	100 100		
8.1.10	Telescopic Column galvanized, h= 5m. Supply Install	each each	11 11		
8.1.12	Support bracket L=500 mm Supply Install	each each	11 11		
CARRIED FORWARD					

BROUGHT FORWARD: R

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
BROUGHT FORWARD					
9.	LOW TENSION CABLES <i>Supply, delivery and installation of the following copper cables including delivery on site, off-loading and storage</i>				
9.1	Stranded copper core PVC/SWA/PVC 600/1000 volt steel armoured copper cables installed in trenching or sleeves				
9.1.1	50 mm ² x 4-core copper core Supply Install	m m	0 0		
9.1.2	16 mm ² x 4-core copper core Supply Install	m m	0 0		
9.1.2	10 mm ² x 3-core copper core Supply Install	m m	0 0		
10.	CABLE GLANDS				
10.1	Supply and installation of cable glands complete with neoprene shroud, brass lock nuts, cable crimping lugs, cutting of cable gland openings in boards and gland plates and connected to the relevant cable.				
10.1.1	4 mm ² x 3-core Supply Install	each each	6 6		
10.1.2	16 mm ² x 4-core Supply Install	each each	0 0		
10.1.3	10 mm ² x 4-core Supply Install	each each	0 0		
11.	EARTH WIRE				
11.1	Supply and installation of bare stranded copper earth wire strapped to the relative size PVC insulated copper cables at 600 mm (minimum) intervals.				
11.1.1	2.5 mm ² earth wire Supply Install	m m	0 0		
11.1.2	10 mm ² earth wire Supply Install	m m	0 0		
11.1.3	6mm ² earth wire Supply Install	m m	0 0		
12.	OTHER COSTS				
12.1	Any other costs which the contractor deems necessary for the full completion of the electrical contract.				
12.1.1	Other (Specify)				
12.1.2	Sunset light sensor 1 x 16 A 2P , 240 V	each	2		
12.1.3					

<i>CARRIED FORWARD TO SUMMARY PAGE</i>	
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PART C: EPWP REQUIREMENTS

1. TENDER NOTICE AND INVITATION TO TENDER

The following must be included in the notice and invitation to tender (for Contract Documentation for the Works):
 “Only tenderers who employ staff which satisfy EPWP requirements are eligible to submit tenders.”

2. TENDER DATA

F.2.1 only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff are eligible to submit tenders.

F.2.18 The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

3. CONTRACT DATA

Payment for the labour-intensive component of the works

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Linkage of payment for labour-intensive component of works to submission of project data

The Contractor’s payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor’s invoices shall not be paid until all pending labour information has been submitted.

Applicable labour laws

The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

4. BILL OF QUANTITIES

- Due to the nature of the works involved, this type of project is feasible as a labour Intensive project i.e. the construction activities will require skilled/unskilled labour.
- Noted that only few items were identified to be implemented LI on the BOQ. The QS is kindly requested to identify more activities that will be done LI in the BOQ.
- Below are some of the potential focus areas where employment creation can be optimized. The following activities must be marked in the bill of quantities with the letter (LI);

11. MEASUREMENTS AND PAYMENT	
	LI Activities
	The number of youth workers (NYS) specified for employment in this contract is: N/A
	<ul style="list-style-type: none"> Masonry
12.01	Employment Of Youth Workers (NYS)
12.01.01	<p>Employment of youth workers.....R...0.00.....Unit: PC Sum</p> <p>Waterproofing (requires skilled labour and semi-skilled labour)</p> <ul style="list-style-type: none"> Cleaning of roof Carpentry and joinery (requires skilled and semi-skilled labour) Shelving <p>The unit of measurement shall be the number of youth workers at the labour rate of R 2032-82 per month as the amount indicated by EPWP Ministerial Determination rate per day (R92, 31) multiplied by the period employed on this and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. This item is based on 8 months appointment for youth workers.</p> <ul style="list-style-type: none"> Signage Installation of pinning boards , writing boards Plastering (Internal and External) Tiling
12.02	Provision Of EPWP Designed Overalls, Hard Hats To Youth Workers (Nys) As Well As One Pair Of Safety Boots.
12.02.01	<p>Supply and install 2 x EPWP branded overalls and 1 x EPWP branded hard hat and 1 pair of safety boots to youth workers</p> <p>Installation of Fencing</p> <p>Each youth worker</p> <p>R...0.00.....Unit: PC Sum</p> <ul style="list-style-type: none"> Sewer connections Water connections Road signs <p>Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). A minimum of two sets of overalls and a pair of safety boots per youth worker should be supplied. Hard hats should be orange and branded as per the EPWP branding specification which shall be provided to the Contractor.</p>
	5. EMPLOYMENT TARGETS
12.03	Provision Of Small Toolbox For Youth Workers (Nys)
12.03.01	<p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method.</p> <p>Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the NYS Manager to the Contractor. These toolboxes will become the property of the youth workers after the completion of the project (allowed</p> <p>Estimated no of jobs to be created:</p> <p>NYS Beneficiaries</p> <p>Local Labour (R1050-00 / youth worker)R...0.00.....Unit: PC Sum</p>
	6. EMPLOYMENT REQUIREMENTS Unit: %
12.04	<p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Provision for medical fitness test for the learners before coming to site</p> <p>(allowed R520 / youth worker)R...0.00.....</p> <p>Tenderers must allow for any costs for the following employment requirements of the EPWP</p> <p>60% women</p> <p>55% youth aged between 18 and 35 years</p> <p>2% people with disability</p> <p>100% unskilled labour utilized must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</p>
	7. EMPLOYMENT OF COMMUNITY LIAISON OFFICER (CLO)
7.1.	The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the duration of the contract. CARRIED TO SUMMARY PAGE
7.2.	A CLO will be identified by the local structures (Project Steering Committee) of the ward areas and appointed following a fair and transparent interviewing process, to be conducted in the presence of local structures and

the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project.

- 7.3. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.
- 7.4. Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:
- a) Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor,
 - b) Assisting in the procurement of materials from local resources, as required by the contractor,
 - c) Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
 - d) Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
 - e) Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
 - f) Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
 - g) Identifying and reporting to the Contractor regarding issues where communication between stakeholders is necessary, recommend courses of action and facilitate such communications
 - h) Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
 - i) Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
 - j) Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

8. PROJECT STEERING COMMITTEE

8.1. Composition of Project Steering Committee (PSC)

The PSC shall consist of the following stakeholders;

- National Department of Public Works representative
- Municipal representative
- Community representatives
- User Client/Department representative
- Main Contractor
- Consultant representatives
- Community Liaison Officer (Secretariat)

8.2. Roles of the PSC

The PSC shall oversee the following

- a) The PSC will adhere to government legislation and policy guidelines which are relevant to enable it to execute its work. The Intermediary guidelines will also be adhered to e.g. procurement policies
- b) scheduling of meetings
- c) monitoring set targets
- d) That local labour is recruited according to agreed procedures and processes
- e) Manage EPWP participants' grievances
- f) Responsible for communication with local EPWP participants'

8.3. PSC Secretariat

The contractor shall appoint a Community Liaison Officer (CLO) who shall provide secretariat support to the PSC

8.4. Frequency of the meetings

The PSC shall meet once a month prior to the site meetings and report the resolutions at the site meeting

8.5. PSC Funding

The activities of the PSC will be voluntary and members would receive no remuneration for their time. The contractor may provide refreshments on the day of a meeting. It is thus important that community members of the PSC be drawn from the local area in order to avoid travelling costs.

9. EPWP BRANDING

9.1. Signboard

EPWP Programme at the project level shall always be promoted through the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting.

The Contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including the maintenance period, after which the project board and posts are to be dismantled and handed to the client in good order

9.2. Personal Protective Equipment (PPE)

All local labourers including contractor & sub-contractors' shall be provided with EPWP branded Personal Protective Equipment (PPE), as per the branding specifications.

Overalls to be orange in colour as per EPWP Corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with the exception of Correctional Services contracts where the participants top and bottom would be green.

10. REPORTING

The Contractor's payment invoice shall be accompanied by labour information for the corresponding period in an EPWP reporting format (Annexure B). The completed EPWP reporting template should be accompanied by the following supporting documents:

- Contract of employment (Individual and/or Entity) - once-off
- Certified South African ID copy (certification date not older than 3 months)- once-off
- Attendance register of participants- periodically
- Proof of payment of participants- periodically
- Schedule of payment for SMMEs- periodically (N/A)

The Consultant shall, before certifying a contractor's payment certificate, ensure that contractor has submitted labour information in a format and timeframe specified by the employer.

If the information submitted by the contractor is inadequate the consultant shall not submit the payment certificate to the employer for payment. If the contractor chooses to delay submitting payment invoices, labour information shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractors invoice shall not be paid until all pending labour information has been submitted.

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SUMMARY

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Form of Offer & Acceptance PA 07(EC) which must be returned together with this document.

2219

A.	Amount for specification Bill Number 1: Preliminaries & General	R.....
B.	Amount for specification Bill Number 2: Fencing Installations	R.....
C.	Amount for specification Bill Number 3: Electrical Installation	R.....
d.	Amount for EPWP Requirements	R.....
	Sub-total	R.....
	Add:	
	Value-added Tax (15% VAT)	R.....
	Total carried forward to Bid Form DPW 07 (EC)	R.....

2220

BIDER'S SIGNATURE:

ADDRESS:.....

.....

DATE:

PRICED SPECIFICATION:

A priced BOQ must be submitted with the Bid Offer.

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

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EXAMPLE	EPWP-NYS EMPLOYMENT AGREEMENT

SL 01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time if not feasible, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

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

SL 02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

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

SL 02.02 DEFINITIONS

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

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses

SL 04, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers.

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

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

In this specification –

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

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.03 NORMAL HOURS OF WORK

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

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

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take

reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- (d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

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

SL 04.06 DAILY REST PERIOD

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

SL 04.07 WEEKLY REST PERIOD

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

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

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

- (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

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

- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

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

SL 04.11 FAMILY RESPONSIBILITY LEAVE

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

SL 04.12 STATEMENT OF CONDITIONS

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

SL 04.13 KEEPING RECORDS

- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
 - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
 - (iii) in the case of a time-rated worker, the time worked by the worker;

- (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.14 PAYMENT

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

SL 04.15 DEDUCTIONS

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

SL 04.16 HEALTH AND SAFETY

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

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

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

SL 04.18 TERMINATION

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

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;

- (iv) the work performed by the worker;
- (v) any training received by the worker as part of the SPWP;
- (vi) the period for which the worker worked on the SPWP;
- (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES

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

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

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Departmental National Youth Service (NYS) manager.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 60% women;
 - (iii) 2% people with disabilities.
- (d) brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by the NYS Manager and as set out in sub clause SL 04.13 above.
- (i) in addition to (h)
 - a copy of the I.D;
 - qualifications;
 - career progress; e.g.
 - Status of technical improvement,
 - Willingness to work,
 - Leadership capabilities,
 - Discipline; and
 - Any other factors that can assist DPW-HR with the placement of the youth workers ant the end of the programme
 - EPWP Employment Agreement, and
 - list of small trade tools;

must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

Three types of training are applicable, namely

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

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

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

(a) Life skills training

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

(b) On-the job training

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

(c) Technical skills training

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

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

construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

SL 08.01 PREAMBLE

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

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

SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

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

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

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

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

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R2 112 per month (or R96 per day) whilst working and R2 112 per month (or R96 per day) whilst on theoretical/classroom training. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive orientation and 12 and technical training is 12

SL 11.01 TECHNICAL TRAINING CONDUCTED OFF SITE

SL 11.01.01 Skills development and technical training for youth workers for a period of 30 days per youth worker.....**R174 000.00**..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.02 EMPLOYMENT OF YOUTH WORKERS

SL 11.02.01 Employment of youth workers.....**R152 064,00**.....Unit: Prov.Sum

The unit of measurement shall be the number of youth workers at the labour rate of R2 112-00 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.03 PROVISION OF EPWP DESIGNED OVERALLS, HARD HATS TO YOUTH WORKERS AS WELL AS ONE PAIR OF SAFETY BOOTS.

SL 11.03.01 Supply 1 x EPWP branded overalls and 1 x EPWP branded hard hat and 1 pair of safety boots to youth each youth worker**R10 200**.....Unit: PC.Sum

Youth worker overalls should be orange (top and bottom) as per EPWP branding specification with the exception of Correctional Services contracts where the overalls should be blue (top and bottom). **A minimum of one set of overalls and 1 pair of safety boots per youth worker should be supplied.** Hard hats should be orange and branded as per the EPWP branding specification which shall be provided to the Contractor.

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

An amount has been provided in the Schedule of Quantities under sub item SL 11.03.01 for the supply of EPWP designed overalls and hard hat, as per the EPWP branding specification provided by the EPWP unit. The Service Provider will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 11.03.01 will be paid to the contractor on the value of each payment pertaining to the supply of overalls and hard hats to cover his expenses in this regard.

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

SL 11.04.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the NYS Manager to the Contractor. These toolboxes will become the property of the youth workers after the completion of the programme...
(allowed R 1200-00 / youth worker)**R14 400**.....Unit: PC.Sum

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

SL 11.05 **PROVISION FOR TRANSPORT FOR YOUTH WORKERS**

SL 11.05.01 **Provision for medical fitness test for the learners before coming to site**
(allowed R520 / youth worker)**R6 240**.....

**EPWP - NYS AGREEMENT
LIMITED DURATION CONTRACT OF EMPLOYMENT**

[Example]

**FOR
EXPANDED PUBLIC WORKS PROGRAMME
BETWEEN**

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

Company Address:

Contract Name:

AND

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

Residential Address:

ID number:

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

5. You must be aware that **this contract is a Limited Duration Contract and not a permanent job**. Your minimum period of employment will be 6 months and the contract may be terminated for one of the following reasons:
 - (a)Funding for the programme in your areas comes to an end.
 - (b)You repeatedly do not perform in terms of the tasks set out in your work programme.
 - (c)If you breach any of the terms and conditions of this contract.

6. You will be employed as a general worker within the contract, you may, depending on the contractor's operational needs, be required to perform other duties that can be reasonably expected of you.

7. You will adhere to the contractors' disciplinary code.

8. You will be required to work your daily hours from to which included your meal break.

9. While you are working you will report to

10. You will be paid an time-rate amount of R per hour.

11. The contractor shall not be required to provide to local workers:
 - holiday, leave, sick or severance pay;
 - a pension or similar scheme;
 - a medical aid or similar scheme.

12. Signed on this day of 20.....

Contractor:

Date:

Youth Worker:

Date:

Witness:

Date:

DPWI Scam Alert!

The Department of Public Works and Infrastructure (DPWI) would like to once again warn members of the public and service providers about a scam doing rounds using personal details of DPWI staff members to scam the public.

Members of the public and those who are doing business with DPWI are cautioned to be extra vigilant around this time of the lockdown, whereby unscrupulous people use any available opportunity to scam them.

If anyone receives such an invitation purporting to be from any staff member, please verify with DPWI by calling the following officials;

Ms Wendy Khumalo

Telephone number: 053 8385359

Email: Wendy.Khumalo@dpw.gov.za

Ms Gail Aysen

Telephone number – 053 8385221

Email – Gail.Aysen@dpw.gov.za



GOODS AND SERVICES SERVICE PROVIDER TIPS: 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. **PA - 11 DECLARATION OF INTEREST** – declare any work completed and currently busy within the past twelve (12) months (if, *tick YES on point 3.8. Furnish the details*).
3. **PA - 11 DECLARATION OF INTEREST** – declare any related company interest including those reflecting on the **CSD report** under each director/member of your company (*if, tick YES on point 3.11. Furnish the details*).
4. **PA - 16 PREFERENCE POINTS CLAIM FORM** – should be completed in full, BBBEE status level of contribution claimed indicated in sec 6, 1.1 according to the entities BBBEE Level (i.e. for 80/20, Level 1 = **20** points, indicate 20 as maximum claimed).
5. **ORIGINAL OR CERTIFIED BBBEE 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
6. **ORIGINAL OR CERTIFIED BBBEE 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. **PROCUREMENT COMPLIANCE FORMS** – all procurement compliance form **MUST** be fully completed and signed in ink.
8. **CRIMINAL RECORD AND RELATED FINDINGS AGAINST DIRECTORS** – Ensure upfront disclosure of criminal convictions of directors if any.
9. **ERRORS ON THE BOQ** – Ensure correct and accurate carry-over of totals thought out 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.