



**public works  
& infrastructure**

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

**TENDER NUMBER: MTH 10/2022**

**NGCOBO PRISON: INSTALLATION OF OVERHEAD STEEL  
MESH WIRE COVARAGE TO OPEN COURT YARDS.**

**TENDER DOCUMENT**

**CONSISTING OF:**

**VOLUME1: TENDERING PROCEDURES**

**VOLUME2: RETURNABLE DOCUMENTS**

**VOLUME3: THE CONTRACT**

**ISSUED BY:**

**DEPARTMENT OF PUBLIC WORKS**

**5<sup>TH</sup> FLOOR PRD BUILDING**

**SUTHERLAND STREET**

**MTHATHA**

**5100**

**NAME OF BIDDER.....**

**JULY 2022**

# **VOLUME 1: TENDERING PROCEDURES**

## **T1.1 Tender Notice and Invitation to Tender**

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	Ngcobo Prison: Installation of overhead steel mesh wire coverage to open court yards
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<b>Tender no:</b>	MTH 10/2022	<b>Reference no:</b>	
<b>Advertising date:</b>	01 July 2022	<b>Closing date:</b>	22 July 2022
<b>Closing time:</b>	11h00	<b>Validity period:</b>	12 Weeks (84 calendar days)

## 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4SQ or 4 CE\*** or higher.  
*\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

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

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

## 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

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

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
8	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
9	<input type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
10	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
11	<input type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents

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12	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
13	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
14	<input checked="" type="checkbox"/>	Site briefing is compulsory and bidders must sign attendance register on site as proof of attendance
15	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
16	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
17	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
18	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

**2.2 Administrative responsiveness criteria**

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11 revised): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of PA 16: Preference certificate
11	<input checked="" type="checkbox"/>	Submission of (PA 36): Declaration certificate for local production content for designated sector
12	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
13	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
14	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>
15	<input type="checkbox"/>	<b>Specify other responsiveness criteria</b>

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

For Internal & External Use

Effective date: 27 June 2022

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3. PRE-QUALIFICATION CRITERIA

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

<input checked="" type="checkbox"/>	<p>A tenderer having stipulated minimum B-BBEE status level of contributor:</p> <p><input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3</p>
<input type="checkbox"/>	<p>An EME or QSE</p>
<input type="checkbox"/>	<p>A tenderer subcontracting a minimum of 30% to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships</li> <li><input type="checkbox"/> A co-operative which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans</li> <li><input type="checkbox"/> An EME or QSE;</li> </ul>

**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.

<b>Minimum functionality score to qualify for further evaluation:</b>	50%																																																
<b>Functionality criteria:</b>	<b>Weighting factor:</b>																																																
<p>1. Provision of an original or certified copy of bank rating certificate not older than 6 months</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="text-align: center; width: 20%;">S</th> <th style="text-align: center; width: 20%;">C</th> <th style="text-align: center; width: 20%;">O</th> <th style="text-align: center; width: 20%;">R</th> <th style="text-align: center; width: 20%;">E</th> </tr> </thead> <tbody> <tr> <td>POINTS</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Grade A =</td> <td style="text-align: center;">5</td> <td></td> <td></td> <td></td> <td style="text-align: center;">30</td> </tr> <tr> <td>Grade B =</td> <td style="text-align: center;">4</td> <td></td> <td></td> <td></td> <td style="text-align: center;">24</td> </tr> <tr> <td>Grade C =</td> <td style="text-align: center;">3</td> <td></td> <td></td> <td></td> <td style="text-align: center;">18</td> </tr> <tr> <td>Grade D =</td> <td style="text-align: center;">2</td> <td></td> <td></td> <td></td> <td style="text-align: center;">12</td> </tr> <tr> <td>Grade E =</td> <td style="text-align: center;">1</td> <td></td> <td></td> <td></td> <td style="text-align: center;">06</td> </tr> <tr> <td>Failure to provide/submit an original or certified copy of bank rating certificate, the bidder will not earn points</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">30</td> </tr> </tbody> </table>		S	C	O	R	E	POINTS						Grade A =	5				30	Grade B =	4				24	Grade C =	3				18	Grade D =	2				12	Grade E =	1				06	Failure to provide/submit an original or certified copy of bank rating certificate, the bidder will not earn points					30	
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Provide/Demonstrate the Experience of at least 3 Key staff assigned to the project by submitting Company orgonogram and CV of each key staff members (Key Staff examples: Contracts Manager/ Site Agent/Foreman/QS etc)			30
	SCORE	POINTS	
Average staff experience of 5 or more years =	5	30	
Average staff experience of 4 years =	4	24	
Average staff experience of 3 years =	3	18	
Average staff experience of 2 years =	2	12	
Average staff experience of 1 year =	1	06	
3.Previous experience of projects with structural steel works/similar nature currently engaged in and/or successfully completed over the last five years, (DPW 09: Particulars of tender's Projects should be fully completed)			40
	S	C	
POINTS	O	R	
Successful completion of 5 or more projects =	5	40	
Successful completion of 4 projects =	4	32	
Successful completion of 3 projects =	3	24	
Successful completion of 2 projects =	2	16	
Successful completion of 1 projects =	1	08	
<b>Total</b>			<b>100 Points</b>

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**4. BID EVALUATION METHOD**

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

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

**5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:**

## Tender

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

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

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

#### **5.1 Technical risks:**

##### **Criterion 1: Experience on comparable projects during the past 5 years.**

The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

##### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.**

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;



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

**Criterion 3: Suitably qualified and appropriately experienced human resources**

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

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

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

**5.2 Commercial risks:**

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

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

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

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

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(a)	Minimum 30% mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.	
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.	
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.	
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.	
(e)	Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013 and the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.	
(f)	Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 and the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.	
(g)	DPWI National Youth Service training and development programme (NYS).	
(h)	Labour Intensive Works	
(i)		
(j)		

7. COLLECTION OF TENDER DOCUMENTS

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)

Alternatively; Bid documents may be collected during working hours at the following address **5th floor PRD Building Sutherland street Mthatha**. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

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8. SITE INSPECTION MEETING

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

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

Venue:	Ngcobo Prison		
Virtual meeting Link:	<i>(type in here the place or "N/A")</i>		
Date:	12 July 2022	Starting time:	10h00

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

<b>DPWI Project Manager:</b>	M. Mazwana	<b>Telephone no:</b>	047 502 7102
<b>Cellular phone no:</b>	079 514 8381	<b>Fax no:</b>	
<b>E-mail:</b>	meyisi.mazwana@dpw.gov.za		

10. 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><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 5007 Mthatha 5099</p> <p>Attention: <b>Procurement section: Room Reception</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>5th floor PRD Building Sutherland Street Reception</p>
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11. COMPILED BY:

 Name of Project Manager	 Signature	1 July 2022 Date
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## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b><i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i></b>
<b>Reference no:</b>	

<b>Tender no:</b>	<b><i>MTH 10/2022</i></b>	<b>Closing date:</b>	<b><i>22 July 2022</i></b>
<b>Closing time:</b>	<b><i>11h00</i></b>	<b>Validity period:</b>	<b><i>84 days</i></b>

<b>Clause number:</b>	
	<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 <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</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>
<b>C.1.1</b>	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
<b>C.1.2</b>	<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><b>Volume 1: Tendering procedures</b>            T1.1 - Notice and invitation to tender (PA-04 EC)            T1.2 - Tender data (DPW-03 EC)</p> <p><b>Volume 2: Returnable documents</b>            T2.1 - List of returnable documents (PA-09 EC)            C1.1 - Form of offer and acceptance (DPW-07 EC)            C1.2 – Contract Data            T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b>  <b>Part C1: Agreement and contract data</b>            C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC)            C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p><b>Part C2: Pricing data</b>            C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC)            C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p><b>Part C3: Scope of work</b>            C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p><b>Part C4: Site information</b>            C4 - Site information (PG-03.2 EC or PG03.1EC)</p>

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C.1.4	The Employer's agent is:	
	Name:	<b>CBM Africa</b>
	Capacity:	<b>Private Project Manager</b>
	Address:	<b>117 Western avenue East London</b>
	Tel:	<b>043 726 9475</b>
	Fax:	
	E-mail:	
C.2.1 C.3.11	<p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <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 <b>4SQ</b> or <b>4CE**</b> 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"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>4SQ</b> or <b>4CE**</b> class of construction work; and</li> <li>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 <b>4SQ</b> or <b>4CE**</b> class of construction work</li> </ol> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></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. - <b>Applicable</b></p>		

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Minimum functionality score to qualify for further evaluation:

50

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

### **C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:**

#### **Provisions applicable to Evaluation Method 1 and 2:**

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

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

#### **C.1. Technical risks:**

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

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

##### **C.1.2 Criterion 2: Contractual commitment**

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

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

#### **C.2 Commercial risks:**

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

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<b>C.2.7</b>	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
<b>C.2.12</b>	<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</p>

	<p>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: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input type="checkbox"/> Together with his tender; or <input checked="" 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><b>Department of public Works and Infrastructure</b> <b>5<sup>th</sup> Floor PRD Building</b> <b>PRD Building</b> <b>Mthatha</b> <b>5099</b></p>
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	<p>Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."</p>

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C.3.9.4	<p>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:"</p>
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<b>C.3.9.4</b>	Add sub paragraph c) to C.3.9.4, as follows: “c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention.”
<b>C.3.11.1</b>	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
<b>C.3.13</b>	Add the following to sub paragraph a), as follows:  The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
<b>C.3.17</b>	Provide to the successful tenderer one copy of the signed contract document.

## **VOLUME 2: RETURNABLE DOCUMENTS**

## **T2.1 List of Returnable documents**

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender / Quote no:</b>		<b>Reference no:</b>	
<b>Receipt Number:</b>	<i>insert receipt number</i>		

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		

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

Tender no:

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

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

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

**3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

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

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

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

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

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

Tender no:

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

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

**Signed by the Tenderer:**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

## **C1.1 Form of Offer and Acceptance**

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

<b>Project title:</b>	<b><i>Ngcobo Prison: Installation of overhead steel mesh wire coverage to open court yards</i></b>		
<b>Tender / Quotation no:</b>	MTH 10/2022	<b>Reference no:</b>	

### OFFER

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

***Installation of overhead steel mesh wire coverage to open court yards***

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:**

<b>Rand (in words):</b>	..... ..... .....
<b>Rand in figures:</b>	R .....

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

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

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

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

**OR**

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

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

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



Tender / Quotation no: MTH 10/2022

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b>  <b>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.</b>

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

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

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

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

**Tender / Quotation no:** MTH 10/2022

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

.....

.....

**Other Contact Details of the Tenderer are:**

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

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

Tender / Quotation no: MTH 10/2022

<b>Name of Organisation:</b>	Department of Public Works and Infrastructure
<b>Address of Organisation:</b>	<i>PRD Building; Sutherland Street Mthatha 5099</i>

**WITNESSED BY:**

Name of witness	Signature	Date

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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

## **T2.2 Returnable Documents required for tender evaluation purpose**



## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

Full Name	Identity Number	Name of institution	State

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



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to

<sup>2</sup> 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.



combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**This form has been aligned with SBD4**

## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	Ngcobo Prison: Installation of steel mesh coverage to open court yards		
<b>Bid no:</b>		<b>Reference no:</b>	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *per 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:

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:
  - (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 consortium<sup>3</sup> 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 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position

<sup>3</sup> 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.

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid / Tender Document)*

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(code)*

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
2			
3			
4			
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12			
13			
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15			

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

**Note:**

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-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

\_\_\_\_\_

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

**Note:**

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

## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

<b>Project title:</b>	<i>Ngcobo Prison: Installation of wire mesh coverage to court yards</i>		
<b>Tender / Quotation no:</b>	<i>MTH 10/2022</i>	<b>Reference no:</b>	
<b>Closing date:</b>	<i>22 July 2022</i>		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **12 July 2022**

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

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

<b>Project title:</b>	<i>Ngcobo Prison Installation of steel mesh coverage to open court yards</i>		
<b>Tender / quotation no:</b>		<b>Closing date:</b>	dd/mm/yyyy
<b>Advertising date:</b>	dd/mm/yyyy	<b>Validity period:</b>	days

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

#### 1.1. Current projects

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



Tender no:

1.2. Completed projects

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

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

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

Effective date 20 September 2021

## 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.**

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

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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

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- 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_development/ip.jsp) at no cost.**



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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
STEEL	100 %
_____	_____ %
_____	_____ %

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](http://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):

<b>Currency</b>	<b>Rates of exchange</b>
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.



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

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

**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](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	

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". Page 3 of 4





**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:** \_\_\_\_\_



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

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

**Tender no:** .....

**Name of Tenderer** .....

EME<sup>1</sup>  QSE<sup>2</sup>  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)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

**Tender no:**

**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**

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>

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

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender no:</b>		<b>Reference no:</b>	

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)*

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender no:</b>		<b>Reference no:</b>	

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

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

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

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--



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

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender no:</b>		<b>Reference no:</b>	

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Department of Labour</b>	

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



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

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender no:</b>		<b>Reference no:</b>	

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 and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

**FORMULA:**

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

**T2.2 Returnable Documents: Other Documents that will be incorporated into the contract**

## **VOLUME 3: CONTRACT**

## DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	<i>Ngcobo Prison Installation of stell mesh coverage to open court yards</i>		
<b>Tender no:</b>	<i>MTH 10/2022</i>	<b>Reference no:</b>	

	<b>PART 1: DATA PROVIDED BY THE EMPLOYER</b>
	<b>CONDITIONS OF CONTRACT</b>
	<p>The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a></p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p>

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

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

	The time for achieving Practical Completion of the whole of the Works is: <b>6 Months, measured from the Commencement Date. The time thus stated includes special non-working days and the year-end break.</b>
1.1.1.15	The name of the Employer is: <b>The Government of the Republic of South Africa in its Department of Public Works and Infrastructure.</b>
1.1.1.16	The name of the Engineer is: <b>Johan Schutte</b>
1.1.1.26	The Pricing Strategy is a: <b>Re-measurement Contract.</b>
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35:  "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	<b>Employer's address:</b>  Physical Address: <b>PRD building Sutherland street Mthatha 5099</b>  Postal Address: <b>P/Bag x 5007 Mthatha 5099</b>  Facsimile: <b>N/A</b>  Telephone: <b>047 502 7102</b>
	<b>Engineer's address:</b>  Physical Address: <b>17 Western avenue vincent East London 5217</b>  Postal Address: <b>P.O Box 13266 East London 5217</b>  Facsimile: <b>insert fax no</b>  Telephone: <b>043 726 9475</b>
1.3.4	Not applicable to this Contract.

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

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

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4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)  Initial programme (Refer to Clause 5.6)  Security (Refer to Clause 6.2)  Insurance (Refer to Clause 8.6)</p> <p><b><i>insert other requirements</i></b>  <b><i>insert other requirements</i></b>  <b><i>insert other requirements</i></b></p>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: <b>21 days.</b></p>
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <b>not exclusive</b> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p><b><i>Insert an exposition of limitation.</i></b></p>
5.8.1	<p>The non-working days are: <b>Saturdays and Sundays</b></p>
	<p>The special non-working days are:</p> <p>(1) <b>Public Holidays;</b>  (2) <b>The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</b></p>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
5.13.1	<p>The penalty for failing to complete the Works is: <b>R0,0575 per R 100.00 of contract value per day</b></p>
	<p><b><u>or, if completion in portions is required,</u></b></p> <p>The penalty for failing to complete portion 1 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 2 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 3 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  The penalty for failing to complete portion 4 of the Works is: <b><i>Rinsert penalty amount per day.</i></b>  <b><i>Followed by further portions as required.</i></b></p> <p>The penalty for failing to complete the whole of the works is: <b><i>Rinsert penalty amount per day.</i></b></p>



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

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

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

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

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

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

Tender no: **MTH 10/2022**

	<b>PART 2: DATA PROVIDED BY THE BIDDER</b>
1.1.1.9	The name of the Bidder is: _____
1.2.1.2	<p>The address of the Bidder is:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____ <b>Postal Code:</b> _____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____ <b>Postal Code:</b> _____</p> <p>E-mail address: _____</p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>

## **Part C1 Agreement and contract data**



## **C1.2 Contract Data**

## **C1.3 form of Guarantee**

## DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC (2010) 2<sup>nd</sup> EDITION: 2010

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

### FOR ATTENTION

**Insert name**  
Private Bag **insert no**  
**insert town**  
**insert postal code**

Sir,

### FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC 2<sup>ND</sup> EDITION 2010

- With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the “**employer**”), Contract/Tender No: **insert Contract / Tender No**, for the **insert description of Works** (hereinafter referred to as the “**contract**”), for the sum of R **insert amount**, (**insert amount in words**), (hereinafter referred to as the “**contract sum**”).  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer**’s disposal the sum of R **insert amount**, (**insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer**’s opinion and sole discretion):
  - the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;  
or
  - the **contractor**’s estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
- 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.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.



Tender No: *insert Contract / Tender No*

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_



# PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

<b>Project title:</b>	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender no:</b>		<b>Reference no:</b>	

## C2.1 Pricing Instructions

### 1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

### 2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

### 3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### 4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

### 5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

## **PART C2: Pricing Data**

## **C2.1 Pricing Instruction**

## PG-02.1 (EC) PRICING ASSUMPTIONS – GCC (2010) 2<sup>nd</sup> Edition 2010

<b>Project title:</b>	<i>Ngcobo prison: Installation of steel mesh coverage to open court yards</i>		
<b>Tender / Quotation no:</b>	<i>MTH 10/2022</i>	<b>Reference no:</b>	

### C2.1 Pricing Assumptions

#### C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.

#### C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

#### C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

#### C2.1.4 PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 45 of the General Conditions of Contract 2004. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

#### C2.1.5 PRICING OF THE BILL OF QUANTITIES

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.

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include

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".





full compensation for all cost and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

The Tenderer is required to check the Bills of Quantities and the numbers of the pages and should any be found to be missing or in duplicate, or should any of the typing be indistinct, or any doubt of obscurity arise as to the meaning of any description or particulars of any item, or if this Tender Enquiry contains any obvious errors, then the Tenderer must immediately inform the Principal Agent and have them rectified or explained in writing as the case may be. No liability whatsoever will be admitted by reason of the Contractor having failed to comply with the foregoing instruction.

No alterations, erasures, omissions or additions is to be made in the text and/or conditions of these Bills of Quantities. Should any such alterations, amendments, note/s or addition be made, the same will not be recognized, but reading of these Bills of Quantities as originally prepared by the Quantity Surveyor will be adhered to.

The contractor is cautioned that the use of any quantities appearing in these Bills of Quantities for the purpose of ordering material, it is done at own risk and no liability whatsoever will be admitted by the Employer or Quantity Surveyor for the correctness of such Quantities. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates to be inserted by the Tenderer in the Bills of Quantities shall be the full inclusive prices to be paid by the Employer for the work described. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Market related prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out. The Employer reserves the right to balance the Bill rates where deemed necessary within the Tendered Amount.

A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

Should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) variations of specified components in the make-up of a pay item may be expected; and
- (b) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For 'Rate Only' items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of

the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the "PW 371" and the principles contained in the latest version of the SANS 1200 in South Africa. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the bidder shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of National Best Practice.

The price quoted against each item of this Bills of Quantities shall cover the full inclusive cost of the complete work to which it refers, as described in the Conditions of Contract and Specifications and as shown on the Drawings and shall allow for labour, material, transporting, loading, storage, supervision, commissioning, wastage, as well as the builders profit and attendance.

The Tenderer must ensure that he fully completes all columns of the Bill of Quantities including the Final Summary. The fully priced bill of quantities must be submitted with the tender or The Final Summary and the Section Summary pages **MUST** be returned with the tender document as indicated the PA-03 Notice and Invitation to Tender / PA-04 Notice and Invitation for quotation.

The tenderers are to ensure that they have read and understood the project specifications included in C3: Scope of Work. All the information provided in the Scope of Works form part of the work and must be included in the rates.

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender"

#### **C2.1.6 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** shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

#### **C2.1.7 CORRECTION OF ENTRIES**

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

#### **C2.1.8 ARITHMETICAL ERRORS**

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

### **C2.1.9 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.10 UNITS OF MEASUREMENT**

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m <sup>3</sup> .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m <sup>2</sup> .pass	=	square metre – pass

### **C2.1.11 TRADE NAMES**

Tenderers attention is drawn to the fact that wherever trade names or references to any catalogue have been made in these Bills of Quantities, it is purely to establish a standard for the required material. If use is made of any other equally approved material in lieu of the prescribed trade name or catalogue, the necessary price adjustments will be made.

### **C2.1.12 CONTRACT DOCUMENTS**

The Tenderers are advised to examine the bills of quantities, drawings and specifications including all other contract documents and make themselves thoroughly acquainted with the nature and requirements of the work, as no claim for extra payment in this regard will be entertained. Should any parts of the drawings not be clearly intelligible to the Tender, he must, before submitting his tender, obtain clarification from the Principal Agent.

### **C2.1.13 PAYMENTS**

Interim valuations and payments will be prepared on a monthly basis, all in terms of the conditions of contract.

The contractor is to note that no payment will be made for materials stored off site and in the case of materials being stored on site, payment will only be made for such materials on condition that they have not been delivered to the site prematurely, a tax invoice and proof of payment (ownership) is submitted by the Contractor.

### **C2.1.14 ACCOMMODATION ON SITE**

It is imperative to note that no living quarters for construction workers on site will not be permitted for the full duration of the contract unless otherwise stated in the contract data or permission be granted by the Employer.

### **C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)**

Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.

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".

The contractor shall achieve in the performance of this contract the prescribed local content deliverables as listed in PA36 and annexures C thereto in the respective designated sectors as published by Department Trade Industry and Competition (DTIC). The Service Provider shall submit an accumulative monthly report to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

The contractor shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.  
the final account.

## **C2.1.16 CONTRACT PARTICIPATION GOALS**

The contractor shall achieve in the performance of this contract the following Contract Participation Goals (CPGs) as indicated below:

Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained

Monthly progressive reports to be submitted to the Employer's representative indicating the percentage targets achieved which must be reconciled upon completion of the project and to form part of the final account.

### **C2.1.16.1 Minimum 30% Sub-contracting Contract Participation Goal**

#### **MINIMUM 30% MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017**

Minimum Percentage Participation Goal Applicable Yes  No

Provision is made within the Contract Participation Goal section in the Bill of Quantities for thirty percent (30%) subcontracting to SMMEs in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.1. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

### **C2.1.16.2 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL**

Minimum Percentage Participation Goal Applicable Yes  No

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.2. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.3 MINIMUM TARGETED LOCAL BUILDING MATERIAL SUPPLIERS CONTRACT PARTICIPATION GOAL**

**Minimum Percentage Participation Goal Applicable Yes  No**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.3. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.4 MINIMUM TARGETED LOCAL LABOUR SKILLS DEVELOPMENT CONTRACT PARTICIPATION GOAL**

**Minimum Percentage Participation Goal Applicable Yes  No**

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.4. The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

**C2.1.16.5 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)**

**Minimum Percentage Participation Goal Applicable Yes  No**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.5. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises.

The contractor shall price his Profit and Attendance, all inclusive of associated costs to the contractor for implementation. Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries and the appointment of the training coordinator, mentor, training service providers of which the cost will be offset against the provisional amount allowed in the Bills of Quantities.

**C2.1.16.6 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)**

**Minimum Percentage Participation Goal Applicable Yes  No**

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.6. The provisional amount allowed is for:

- stipends payable to the beneficiaries
- appointment of training coordinator
- appointment of mentor (where applicable)
- appointment of training service providers
- other additional costs as per table 3 of the Standard

The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities. The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

Allowance must be made for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### Payment

The contractor shall upon the appointment of beneficiaries, provide a breakdown of all the associated costs. The contractor shall provide a payment schedule as to how the CPG costs will be claimed against for inclusion in the monthly payment certificates.

(a) Payment to the contractor to accommodate Part/Full Occupational qualification and Trade qualifications:

Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

The contract skills participation goal, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works. Should the contractor select Part/Full Occupational qualification and Trade qualifications learners, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

No provision for an additional payment item for the payment of the supervisor and/or mentors for the provision of training as provided for in the Contract Participation Goal section in the Bill of Quantities for the training of part/full time occupational learners and/or trade qualification learners. The associated cost is deemed to be included in general supervision on site.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

(b) Payment to the contractor to accommodate Work Integrated Learners and Candidates for professional registration:

Should the contractor select Work Integrated Learners and/or Candidates for professional registration, then the employer shall make provision for payment to the contractor as indicated in Table 3 of the Standard.

Provisional amounts have been included in the Contract Participation Goal section in the Bill of Quantities for the training of Work Integrated Learners and Candidates for professional registration. The contractor shall price his Profit and Attendance (all inclusive of associated costs to the contractor for implementation and reporting), based on the provisional amount in the Contract Participation Goal section in the Bill of Quantities.

The contractor shall complete a separate bill of quantities upon award, indicating the type and number of beneficiaries as well as the associated Notional Cost of Training to be provided, on which payment will be based.

The CPG value to be achieved will be based on the contract amount as defined by the Standard, which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

**Table 3: Notional Cost of Training; Headcount**

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasurable item.*

**Example: Training Target Calculation for a R65,7m GB contract**

Contract amount	R65 700 000
Contract duration	12 Months
CSDG	0,50%
Minimum CSDG target	0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
<b>Method 2:</b> Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
<b>Method 3:</b> Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
<b>Total</b>	<b>2</b>			<b>R338 000</b>

#### **C2.1.16.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME**

**National Youth Service Training and Development Programme Applicable Yes  No**

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities.

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.5.7. The contractor to price all elements of this section and allowance must be made for submitting monthly reports in the prescribed manner as per examples of reports bound in the specification document.

#### **C2.1.16.8 LABOUR-INTENSIVE WORKS**

**Labour Intensive Works Applicable Yes  No**

Where labour intensive work is specified in the Bill of Quantities and indicated by “LI” the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

#### **C2.2 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date. Allowance must be made for submitting reports to the Employer’s Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### **C2.3. Submission of Monthly Local Material Utilisation Report (Local Content)**

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer’s representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.



## **C.2.2 Bill Of Quantities/Lump Sum Document**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SABS 1200 A</b>	<b>SECTION 1: PRELIMINARY &amp; GENERAL</b>				
1.1	8.3 & PS4.1 to PS4.5	<b><u>FIXED CHARGE ITEMS</u></b>				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
1.1.2	8.3.2	Establishment of Facilities on Site				
1.1.2.1	8.3.2.1, PS5.1 to PS5.2	Facilities for the Engineer				
1.1.2.1.1		Name Boards	No	2		
1.1.2.1.2		Engineer's Office	Sum	1		
1.1.2.2	8.3.2.2 & PS4.1 to PS4.5	Facilities for the Contractor				
1.1.2.2.1		Offices & Storage Sheds	Sum	1		
1.1.2.2.2		Workshops	Sum	1		
1.1.2.2.3		Ablution & Latrine Facilities	Sum	1		
1.1.2.2.4		Tools & Equipment	Sum	1		
1.1.2.2.5		Water Supplies, Electric Power & Communications	Sum	1		
1.1.2.2.6		Access	Sum	1		
1.1.3	8.3.3	Other Fixed Charge Obligations	Sum	1		
1.1.4	8.3.4 & PS4.1 to PS4.5; PS5.1 to PS5.2	Remove Engineer's & Contractor's Site Establishment on Completion	Sum	1		
1.2	8.4 & PS4.1 to PS 4.5	<b><u>TIME RELATED ITEMS</u></b>				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
1.2.2	8.4.2.1, PS5.1 to PS 5.2	Facilities for the Engineer				
1.2.2.1		Name Boards	No	2		
1.2.2.2		Engineer's Office	Sum	1		
1.2.3	8.4.2.2 & PS4.1 to PS4.5	Facilities for the Contractor				
1.2.3.1		Offices & Storage Sheds	Sum	1		
1.2.3.2		Workshops	Sum	1		
1.2.3.3		Ablution & Latrine Facilities	Sum	1		
1.2.3.4		Tools & Equipment	Sum	1		
1.2.3.5		Water Supplies, Electric Power & Communications	Sum	1		
1.2.3.6		Access	Sum	1		
1.2.3.7		Plant for Mixing Concrete	Sum	1		
1.2.4	8.4.5	General Responsibilities and other Time Related Obligations	Sum	1		
1.3	8.7 & PSA6	<b><u>DAYWORKS</u></b>				
1.3.1		Dayworks for Labour				
1.3.1.1		Carpenter	hr	1		
1.3.1.2		Bricklayer	hr	1		
1.3.1.3		Pipelayer	hr	1		
1.3.1.4		Concrete	hr	1		
1.3.1.5		Skilled Labour	hr	1		
1.3.1.6		Semi Skilled Labour	hr	1		
1.3.1.7		Unskilled Labour	hr	1		
1.3.1.8		Chargehand	hr	1		
<b>TOTAL CARRIED FORWARD</b>						

				<b>TOTAL BROUGHT FORWARD</b>			
1.3.1.9		Foreman	hr	1			
1.3.1.10		Supervisor	hr	1			
1.3.2		<b>Dayworks for Plant</b>					
1.3.2.1		Generator up to 3.5 kVA	hr	1			
1.3.2.2		Generator 3.5 kVA to 5.5 kVA	hr	1			
1.3.2.3		Compressor and Breaker	hr	1			
1.3.2.4		2kW Vibrating Plate Compactor	hr	1			
1.3.2.5		Air Compressor, including all hoses and tools (7m <sup>2</sup> /minutes mass approximately 150cpm)	hr	1			
1.3.2.6		Light Delivery Vehicle up to 1300kg	hr	1			
1.3.3		<b>Materials</b>					
1.3.3.1		Allow R 7 500.00 for material costs to dayworks	Sum	1	R	7 500.00	R 7 500.00
1.3.3.2		Overheads, charges and profit on Item 3.3.1 above.	%	R 7 500.00			
1.4	8.8	<b>TEMPORARY WORKS</b>					
1.4.1	8.8.4, PSX2F	<b>Existing Services</b>					
1.4.1.1		Location and protection of existing electrical, water and sewerage services	Sum	1			
1.4.1.2		Develop condition report for existing services, hardstanding, building finishes etc., including photographic evidence to be agreed & signed off by principal agent	Sum	1			
1.5	PS14 & PSX2F	<b>COMPLIANCE WITH THE OHS ACT</b>					
1.5.1		All costs related to the preparation and approval of project specific OHS plan and file for the full duration of the project (7 months)	Sum	1			
1.5.2		All costs related to the implementation and maintenance of the project specific OHS plan and file for the full duration of the project [CR7] (9 months)	Months	9			
1.5.3		All costs related to the contributions to Workman's Compensation Fund or FEM for the duration of the project, including any necessary renewals	Sum	1			
1.5.4		All costs related to the appointment of a full-time/ part time competent construction health and safety officer to assist in the control of all health and safety related aspects on site as per [CR 8(5)] for the duration of the project	Months	9			
1.5.5		All costs related to the appointment of a responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site as per [CR 8(1), (2) & (7)] for the duration of the project	Months	9			
1.5.6		All costs related to the provision of telecommunication facilities for the appointed construction health and safety officer	Months	9			
1.5.7		All costs related to the provision of basic emergency preparedness and response equipment and at least Level 2 first aider/s	Months	9			
1.5.8		<u>Provide, supply and maintain, for each worker the following SANS approved personal protective equipment and clothing as per the site specific risk assessments (Note supply of safety gear is to be in line with requirements for local content - SBD6.2 Items No. A8.1.2, A8.1.3 &amp; A8.1.4: Page Reference C2.2-2):</u>					
1.5.8.1		Hard hats (high density polyethylene & 6 point lining)	No	15			
1.5.8.2		Overall/work suit (100% cotton)	No	15			
1.5.8.3		Safety boots/shoes (steel-toe)	No	15			
1.5.8.4		Safety gloves	No	15			
1.5.8.5		Ear muffs/plugs	No	300			
				<b>TOTAL CARRIED FORWARD</b>			

				TOTAL BROUGHT FORWARD	
1.5.8.6		Dust mask (at least FF2 type)	No	35	
1.5.8.7		Respirators	No	15	
1.5.8.8		Safety goggles	No	35	
1.5.8.9		Personal fall arrest and rescue equipment with and including life lines and associated equipment	No	10	
1.5.8.10		High visibility reflective vests and/or bibs	No	15	
1.5.8.11		Temporary handrails, toe boards other than for access scaffolding	m	170	
1.5.8.12		Temporary warning signs and symbols	Sum	1	
1.5.8.13		SANS approved safety netting (orange colour with minimum of 1.2 meters high)	m	170	
1.5.9		Allow for pre-employment medical examinations	No	10	
1.5.10		Allow for exit medical examinations	No	10	
1.5.11		<u>Health and Safety Education</u>			
1.5.11.1		All costs related to compulsory health and safety awareness programme (e.g. inductions, toolbox talks, safety promotions, H&S related training etc. for the duration of the project (9 months)	Months	9	
1.5.12		All costs related to the provision of facilities and eating areas for workers	Sum	1	
1.6	PS6.2	<u>COMPLIANCE WITH PRISON SECURITY</u>			
1.6.1		All costs related to the compliance with the Correctional Centre security requirements, including but not limited to obtaining security clearance for all personnel, provision of access cards, daily checking & recording of all tools etc.	Sum	1	
1.7	PS6.5	<u>COMPLIANCE WITH QUALITY STANDARDS</u>			
1.7.1		All costs related to the development and upkeep of a quality and maintenance manual to be handed over and approved by the Principle Agent and Client. Manual to include, but not limited to manufacturer's SANS certificate, on site galvanising testing, anchor depth confirmation etc. No completion certificate will be issued until the quality manual is approved	Sum	1	
1.8	PS8	<u>SHOP DRAWINGS</u>			
1.8.1		All costs related to on site measurement for the development of shop drawings prior to the manufacturing of all structural steel members. No payment for structural steel members will be authorised until shop drawings have been approved by the Principal Agent	Sum	1	
1.9	PS6.5	<u>HOT DIP GALVANISING TESTING</u>			
1.9.1		All costs related to testing of hot dip galvanising coating on all structural steel members by an independant testing authority at a rate of 1 test per 70m <sup>2</sup> of courtyard area. Where courtyards are less than 70m <sup>2</sup> , a minimum of one test per courtyard shall be provided.	Sum	1	
1.11	PS13	<u>COMPLIANCE WITH THE ENVIRONMENTAL SPECIFICATION</u>			
1.11.1		All costs related to the compliance with the Environmental Specification, including the drawing up and maintaining of an environmental file as well as necessary monitoring and audits for the duration of the project	Sum	1	
1.11.2		All costs related to the provision of adequate handling and storage of materials so as to minimize contamination of ground, air and water for the duration of the project	Sum	1	
				TOTAL CARRIED FORWARD	

				TOTAL BROUGHT FORWARD	
1.11.3		All costs related to the provision of adequate and safe collection and disposal of waste material from site by an approved method for the duration of the project	Sum	1	
1.11.4		All costs related to the rehabilitation of site areas and temporary access routes not covered by construction land scaping specifications on completion of the works	Sum	1	
1.11.5		All costs associated with the provision of a responsible person to prepare and update method statements, conduct regular inspections, maintain records and report to the principal agent for the duration of the works	Sum	1	
1.12	PS 15	<b><u>SCAFFOLD</u></b>			
1.12.1		Erect, maintain, dismantle and remove off site scaffold as may be required by the Correctional Centre to prohibit offenders from accessing the work area on a <u>daily basis</u> . Contractors are expected to plan such that the removal and erection of scaffolding is limited. <u>Costs provided to include the labour cost to erect and/or dismantle the scaffolding and potential loss of production time due to the reduction in working hours</u> . Actual rates associated with providing scaffold access are considered to be priced into the individual works items.	Sum	1	
1.13	PS15	<b><u>STANDING TIME</u></b>			
1.13.1		Standing time for all personnel on site should a complete works stoppage be required by the Correctional Centre due to daily activities. Standing time will only be paid on approval by principal agent. <u>The rate provided is to take into account all personnel on site</u> and standing time for individual labourers will not be considered. (Provisional Quantity)	hr	50	
1.13.2		Standing time for all machinery, equipment, hoarding & scaffold on site should a complete works stoppage be required by the Correctional Centre due to daily activities. Standing time will only be paid on approval by principal agent. <u>The rate provided is to take into account all machinery, equipment, hoarding &amp; scaffold on site</u> . (Provisional Quantity)	hr	50	
1.14	PS15	<b><u>PLANT ESTABLISHMENT/DE-ESTABLISHMENT</u></b>			
1.14.1		All costs associated with de-establishing any and all machinery from site, including but not limited to cranes, scaffolding etc. should the programme of works require it. De-establishment of machinery is only to occur at the written instruction of the principal agent	No	1	
1.14.2		All costs associated with re-establishing any and all machinery from site, including but not limited to cranes, scaffolding etc. should the programme of works require it. Re-establishment of machinery is only to occur at the written instruction of the principal agent	No	1	
<b>TOTAL SECTION 1: PRELIMINARY &amp; GENERAL CARRIED FORWARD TO SUMMARY</b>					<b>R</b>

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	<b>SABS 1200C</b> PSC1 & PSC2	<b>SECTION 2: SITE CLEARANCE</b>  <b>DEMOLITION WORKS</b>				
2.1		Saw cut existing brickwork to a maximum depth of 150mm and dispose of all debris off site	m		<b>RATE ONLY</b>	<b>RATE ONLY</b>
2.2		Break out existing brickwork and dispose of all debris off site	m <sup>3</sup>		<b>RATE ONLY</b>	<b>RATE ONLY</b>
<b>TOTAL SECTION 2: SITE CLEARANCE CARRIED FORWARD TO SUMMARY</b>						<b>R -</b>

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	SABS 1200GA	<b>SECTION 3: CONCRETE (SMALL WORKS)</b>				
		<b>MISCELLANEOUS</b>				
3.1	PSGA1	<u>Grouting</u>  Mix and place, in accordance with the manufacturers specifications "Sika 615HB" or similar approved non-shrink grout around steelwork frames to:				
3.1.1		Brackets to Main Courtyard	m <sup>3</sup>	0.35		
3.1.2		Brackets to Courtyard 2	m <sup>3</sup>	0.02		
3.1.3		Brackets to Cell Block 1	m <sup>3</sup>	0.03		
3.1.4		Brackets to Cell Block 2	m <sup>2</sup>	0.03		
3.1.5		Brackets to Laundry Area	m <sup>2</sup>	0.02		
3.1.6		Brackets to Cell Block 3	m <sup>2</sup>	0.10		
3.1.7		Brackets to External Courtyard	m <sup>2</sup>	0.06		
3.2	PSGA1	<u>Painting</u>  Paint walls, inclusive of all preparation work, primers, undercoats and two (2) coats of exterior enamel paint to match existing to (including all access):				
3.2.1		Main Courtyard	m <sup>2</sup>	485.0		
3.2.2		Courtyard 2	m <sup>2</sup>	70.0		
3.2.3		Cell Block 1	m <sup>2</sup>	135.0		
3.2.4		Cell Block 2	m <sup>2</sup>	130.0		
3.2.5		Laundry Area	m <sup>2</sup>	120.0		
3.2.6		Cell Block 3	m <sup>2</sup>	240.0		
3.2.7		External Courtyard	m <sup>2</sup>	85.0		
3.3	PSGA1	<u>Waterproofing</u>  Supply and install "Derbigum SP4" or similar approved waterproofing membrane in accordance with the manufacturers specifications, including all surface preparation, primers and two coats aluminium paint to:				
3.3.1		Main Courtyard	m <sup>2</sup>	145.0		
3.3.2		Courtyard 2	m <sup>2</sup>	20.0		
3.3.3		Cell Block 1	m <sup>2</sup>	40.0		
3.3.4		Cell Block 2	m <sup>2</sup>	40.0		
3.3.5		Laundry Area	m <sup>2</sup>	35.0		
3.3.6		Cell Block 3	m <sup>2</sup>	70.0		
3.3.7		External Courtyard	m <sup>2</sup>	40.0		
3.4	PSGA1	<u>Fascia Boards</u>  <u>Note supply of roofing is to be in line with requirements for local content - SBD6.2 Items No F1.1 to F1.4; Page Reference C2.2-20:</u>  Remove fascia boards, stockpile and reinstate upon completion of the works to:				
3.4.1		External Courtyard	m	15.0		
3.4.2		Extra-over to items 1.4.2 for the provision and installation of new fascia boards (to match existing), complete with all required fasteners, painting etc.	m	15.0		
<b>TOTAL CARRIED FORWARD</b>						

				TOTAL BROUGHT FORWARD	
3.5	PSGA1	<p><u>Domestic Guttering</u></p> <p><u>Note supply of roofing is to be in line with requirements for local content - SBD6.2 Items No F1.1 to F1.4; Page Reference C2.2-20:</u></p> <p>Remove 75mm x 100mm domestic guttering, stockpile and reinstate upon completion of the works to:</p>			
3.5.1		External Courtyard	m	15.0	
3.5.2		Extra-over to items 1.5.1 for the provision and installation of new domestic guttering (to match existing), complete with all required fasteners, painting etc.	m	15.0	
<b>TOTAL SECTION 3: CONCRETE (SMALL WORKS) CARRIED FORWARD TO SUMMARY</b>					R
					-



ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PSX1	<b>SECTION 4: STRUCTURAL STEELWORK</b> <u>Note supply of structural steel is to be in line with requirements for local content - SBD6.2 Item No C3 Page Reference C2.2-8:</u>				
4.1		<u>MAIN COURTYARD</u>				
4.1.1	PSX1A TO PSX1H	<b>STRUCTURAL STEEL MEMBERS</b> Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:				
4.1.1.1		356x171x45 I section	t	10.5		
4.1.1.2		90x90x6 equal angle	t	0.8		
4.1.1.3		Extra over to item 1.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mmc/c	No	320.0		
4.1.2	PSX1A TO PSX1H	<b>STEEL PLATES</b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:				
4.1.2.1		60x5	t	0.70		
4.1.2.2		450x450x20 Support brackets	t	1.50		
4.1.2.3		Extra over to item 1.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	256.0		
4.1.2.4		Extra over 1.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	32.0		
4.1.3	PSX1A TO PSX1H	<b>MESH</b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <i>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</i> )				
4.1.3.1		50x50x5 equal angle	t	5.10		
4.1.3.2		990mm x 1821mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	8.00		
4.2		<u>COURTYARD 2</u>				
4.2.1	PSX1A TO PSX1H	<b>STRUCTURAL STEEL MEMBERS</b> Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:				
4.2.1.1		254x146x31 I section	t	0.12		
4.2.1.2		90x90x6 equal angle	t	0.12		
4.2.1.3		Extra over to item 2.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mmc/c	No	50.0		
<b>TOTAL CARRIED FORWARD</b>						

				TOTAL BROUGHT FORWARD	
4.2.2	PSX1A TO PSX1H	<b><u>STEEL PLATES</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:			
4.2.2.1		60x5	t	0.01	
4.2.2.2		300x360x20 Support brackets	t	0.06	
4.2.2.3		Extra over to item 2.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	12.0	
4.2.2.4		Extra over 2.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	2.0	
4.2.3	PSX1A TO PSX1H	<b><u>MESH</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <b>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</b> )			
4.2.3.1		50x50x5 equal angle	t	0.12	
4.2.3.2		1774mm x 1554mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.20	
4.3		<b><u>CELL BLOCK 1</u></b>			
4.3.1	PSX1A TO PSX1H	<b><u>STRUCTURAL STEEL MEMBERS</u></b> Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:			
4.3.1.1		254x146x31 I section	t	0.45	
4.3.1.2		90x90x6 equal angle	t	0.25	
4.3.1.3		Extra over to item 3.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mm/c	No	90.0	
4.3.2	PSX1A TO PSX1H	<b><u>STEEL PLATES</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:			
4.3.2.1		60x5	t	0.05	
4.3.2.2		300x360x20 Support brackets	t	0.11	
4.3.2.3		Extra over to item 3.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	24.0	
4.3.2.4		Extra over 3.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	4.0	
4.3.3	PSX1A TO PSX1H	<b><u>MESH</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <b>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</b> )			
4.3.3.1		50x50x5 equal angle	t	0.30	
				<b>TOTAL CARRIED FORWARD</b>	

				TOTAL BROUGHT FORWARD	
4.3.3.2		1799mm x 1893mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.60	
4.4		<u>CELL BLOCK 2</u>			
4.4.1	PSX1A TO PSX1H	<u>STRUCTURAL STEEL MEMBERS</u> Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:			
4.4.1.1		254x146x31 I section	t	0.45	
4.4.1.2		90x90x6 equal angle	t	0.25	
4.4.1.3		Extra over to item 4.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mm/c	No	85.0	
4.4.2	PSX1A TO PSX1H	<u>STEEL PLATES</u> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:			
4.4.2.1		60x5	t	0.05	
4.4.2.2		300x360x20 Support brackets	t	0.15	
4.4.2.3		Extra over to item 4.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	24.0	
4.4.2.4		Extra over 4.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	4.0	
4.4.3	PSX1A TO PSX1H	<u>MESH</u> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <b>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</b> )			
4.4.3.1		50x50x5 equal angle	t	0.25	
4.4.3.2		1906mm x 1554mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.50	
4.5		<u>LAUNDRY COURTYARD</u>			
4.5.1	PSX1A TO PSX1H	<u>STRUCTURAL STEEL MEMBERS</u> Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:			
4.5.1.1		254x146x31 I section	t	0.25	
4.5.1.2		90x90x6 equal angle	t	0.20	
4.5.1.3		Extra over to item 5.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mm/c	No	80.0	
4.5.2	PSX1A TO PSX1H	<u>STEEL PLATES</u> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:			
4.5.2.1		60x5	t	0.02	
4.5.2.2		300x360x20 Support brackets	t	0.06	
<b>TOTAL CARRIED FORWARD</b>					

			TOTAL BROUGHT FORWARD	
4.5.2.3		Extra over to item 5.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	12.0
4.5.2.4		Extra over 5.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	2.0
4.5.3	PSX1A TO PSX1H	<b>MESH</b>  Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <i>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</i> )		
4.5.3.1		50x50x5 equal angle	t	0.20
4.5.3.2		1889mm x 2158mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.45
4.6		<b>CELL BLOCK 3</b>		
4.6.1	PSX1A TO PSX1H	<b>STRUCTURAL STEEL MEMBERS</b>  Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:		
4.6.1.1		254x146x31 I section	t	1.90
4.6.1.2		90x90x6 equal angle	t	0.40
4.6.1.3		Extra over to item 6.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mm/c	No	160.0
4.6.2	PSX1A TO PSX1H	<b>STEEL PLATES</b>  Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:		
4.6.2.1		60x5	t	0.20
4.6.2.2		300x360x20 Support brackets	t	0.50
4.6.2.3		Extra over to item 6.2.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 120mm	No	36.0
4.6.2.4		Extra over 6.2.2 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	18.0
4.6.3	PSX1A TO PSX1H	<b>MESH</b>  Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <i>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</i> )		
4.6.3.1		50x50x5 equal angle	t	1.45
4.6.3.2		710mm x 1674mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	1.80
4.7		<b>EXTERNAL COURTYARD</b>		
4.7.1	PSX1A TO PSX1H	<b>STRUCTURAL STEEL MEMBERS</b>  Supply, manufacture and install structural steel members, inclusive of all corrosion protection, welding and fasteners as follows:		
4.7.1.1		254x146x31 I section	t	1.10
			<b>TOTAL CARRIED FORWARD</b>	

				TOTAL BROUGHT FORWARD	
4.7.1.2		90x90x6 equal angle	t	0.10	
4.7.1.3		Extra over to item 7.1.2 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M12 Grade 8.8)" or similar approved to embedment depth of 100mm and spaced at 300mmc/c	No	35.0	
4.7.2	PSX1A TO PSX1H	<b><u>STEEL PLATES</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows:			
4.7.2.1		60x5	t	0.10	
4.7.2.2		90x90x6 angle (l=860mm) complete with 145mm x 90 x 10mm thick plate on either end and 6 OFF M12 T head bolts and shear nuts	t	0.02	
4.7.2.3		90x90x6 angle (l=860mm) complete with 145mmx90x10mm thick plate on either end and 12 OFF M12 T head bolts and shear nuts	t	0.10	
4.7.2.4		300x360x20 Support brackets	t	0.30	
4.7.2.5		Extra over to item 7.2.4 for "HILTI HIT HY 170 chemical injection mortar and HILTI HIT-V threaded rod (M16 Grade 8.8)" or similar approved to embedment depth of 100mm	No	60.0	
4.7.2.6		Extra over 7.2.4 for M20, grade 8.8 HDG bolts (with shear nuts) to secure I Beam to Bracket	No	10.0	
4.7.3	PSX1A TO PSX1H	<b><u>MESH</u></b> Supply, manufacture and install structural steel plates, inclusive of all corrosion protection, welding and fasteners as follows ( <b>M12 SHEAR HEAD NUTS &amp; BOLTS TO FASTEN MESH TO ANGLES &amp; I SECTIONS TO BE INCLUDED IN COST OF MESH</b> )			
4.7.3.1		50x50x5 equal angle	t	0.35	
4.7.3.2		1332mm x 1416mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.45	
4.7.3.3		825mm x 1425mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.05	
4.7.3.4		825mm x 1395mm mesh of Y12 high tensile reinforcing bars welded at 100mm c/c	t	0.05	
4.8	PSC2	<b><u>HOARDING</u></b>			
4.8.1		Supply, install and maintain temporary shutterply hoarding for to act as barriers at cell block gates	m <sup>2</sup>	45.00	
<b>TOTAL SECTION 4: STRUCTURAL STEELWORK CARRIED FORWARD TO SUMMARY</b>					

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PS11	<b>SECTION 5: SOCIAL &amp; ECONOMIC SPECIFICATION</b> Submission of a tender will be deemed to signify a Tenderer's willingness to recruit & train candidates as well as his acceptance that such recruitment & training form an integral part of his obligations under this contract Rates shall include all costs and expenses in connection with module tests such as TPC and PPC tests. No payment shall be made for institutional training in the case of failures where candidates have not done the necessary aptitude tests at the recruitment stage It is required that contractors adhere to all the social and economic deliverables as set out in Annexure B of this document				
5.1		<b><u>AWARENESS TRAINING</u></b>				
5.1.1		Allow R 150.00 per candidate for conducting HIV/AIDS Awareness Training (Deliverable L5.1)	No	10.0	R 150.00	R 1 500.00
5.1.2		Profit and attendance on Item 1.1 above.	%	R 1 500.00		
5.1.3		Allow R 150.00 per candidate for conducting Health & Safety Awareness Training (Deliverable L3.1)	No	10.0	R 150.00	R 1 500.00
5.1.4		Profit and attendance on Item 1.3 above.	%	R 1 500.00		
5.2		<b><u>WORK READINESS TRAINING</u></b>				
5.2.1		Allow R 300.00 per candidate for personal finances training (Deliverable L4)	No	10.0	R 300.00	R 3 000.00
5.2.2		Profit and attendance on Item 2.1 above.	%	R 3 000.00		
5.2.3		Allow R 300.00 per candidate for time management training (Deliverable L4)	No	10.0	R 300.00	R 3 000.00
5.2.4		Profit and attendance on Item 2.3 above.	%	R 3 000.00		
5.3		<b><u>PROVISIONAL SUMS</u></b>				
5.3.1		Allow the monthly amount of R 15 000.00 for social facilitation fees (Deliverable L8.1) for the nine (9) month duration of the contract	No	9.0	R 15 000.00	R 135 000.00
5.3.2		Profit and attendance on Item 3.1 above.	%	R 135 000.00		
5.3.3		Allow the monthly amount of R 500.00 for community engagement refreshment costs at meetings for the nine (9) month duration of the contract	No	9.0	R 500.00	R 4 500.00
5.3.4		Profit and attendance on Item 3.3 above.	%	R 4 500.00		
5.3.5		Allow the monthly amount of R 5000.00 for remuneration of the CLO for the nine (9) month duration of the contract	No	7.0	R 5 000.00	R 35 000.00
5.3.6		Allow for 27 % statutory deductions on Item 3.5 above	%	R 35 000.00		
5.3.7		Profit and attendance on Item 3.5 and 3.6 above.	%	R 35 000.00		
5.3.8	PS11	Provision of airtime, office space, internet, computer, printer and all other equipment and/or support required by the CLO to carry out his/her duties for the duration of the contract (seven months)	Sum	1	R 20 000.00	R 20 000.00
<b>TOTAL SECTION 5: SOCIAL AND ECONOMIC SPECIFICATION CARRIED FORWARD TO SUMMARY</b>						

**ENGCOBO CORRECTIONAL CENTRE: INSTALLATION OF OVERHEAD STEEL  
MESH TO OPEN COURTYARDS  
TENDER No. Xxxxxxxx  
SUMMARY TO BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
1	Preliminary & General	
2	Site Clearance	
3	Concrete (Small Works)	
4	Structural Steelworks	
5	Social & Economic Specification	
<b>Sub Total A</b>		
Add VAT at 15% of Sub Total B		
<b>GRAND TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE</b>		

## **Part C3: Scope of Work**



## PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2<sup>nd</sup> EDITION: 2010)

Project title:	<i>Ngcobo Prison: Installation of steel mesh coverage to open court yards</i>		
Tender no:	<i>MTH 10/2022</i>	Reference no:	

### C3. Scope of Works

#### CONTENTS

#### C3.1 STANDARD SPECIFICATIONS

#### C3.2 PROJECT SPECIFICATIONS

##### A: GENERAL

Ngcobo Prison: Installation of steel mesh coverage to open court yards

- PS-2 DESCRIPTION OF SITE AND ACCESS
- PS-3 DETAILS OF CONTRACT
- PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

**NOTE: This is an example only. Compiler / Designer to provide the applicable contents.**

##### B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

#### C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

#### C3.4 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. (Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)

### **3.5 PROJECT SPECIFICATIONS:**

#### **Status**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part1 A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

#### **3.5.1 GENERAL**

##### **PS-1 PROJECT DESCRIPTION:**

**Insert project specification**

#### **3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:**

**Insert amendments**

#### **C3.5.3 PARTICULAR SPECIFICATIONS:**

**Insert particular specification**

#### **C3.6 STANDARD MINIMUM REQUIREMENTS**

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018

C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

### C3.7 CONTRACT PARTICIPATION GOALS

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as indicated below. Provision for pricing of compliance with the achieving the CPGs is made in the Contract Participation Goal Section of the Bills of Quantities and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained:

#### C3.7.1 Minimum Thirty Percent (30%) Mandatory Sub-contracting Contract Participation Goal

##### MINIMUM THIRTY PERCENT (30%) MANDATORY SUBCONTRACTING TO SMMEs: IMPLEMENTATION OF PREFERENTIAL PROCUREMENT REGULATIONS 2017

Minimum Percentage Participation Goal Applicable Yes  No

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) in executing this contract, irrespective whether the 30% Participation Goal is applicable or not.

The thirty percent (30%) mandatory Sub-contracting shall be achieved in the execution of the contract in terms of in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017.

- (a) SMME's involvement of at least five percent (5%) of the tender amount at the time of tender to be sourced from within 50km radius of the project site with the intention to maximize use of local SMMEs within "Insert Ward/s, Municipal District, Town, City, Province",
- (b) SMME's involvement of at least twenty five percent (25%) of the Tender Value to be sourced from within 250km radius of the project site.

**Note to PM:** A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of SMMEs in conjunction with the local Contractor Forums, Councilors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. (Delete this instruction)*

Bidders are cautioned not to under-price items earmarked to be executed by SMMEs as adjustment to too low rates will not be entertained by the Employer.

Bidders to sub-contract a minimum of thirty percent (30%) of the tender amount including VAT at the time of tender (All inclusive, Including VAT). to any one or more of the following categories:

- a. An EME or QSE
- b. An EME or QSE which is at least 51% owned by black people
- c. An EME or QSE which is at least 51% owned by black people who are youth
- d. An EME or QSE which is at least 51% owned by black people who are women
- e. An EME or QSE which is at least 51% owned by black people with disabilities
- f. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships
- g. A co-operative which is at least 51% owned by black people

- h. An EME or QSE which is at least 51% owned by black people who are Military veterans
- i. More than one of the categories referred to in paragraphs (a) to (h).

Bidders to refer to the CSD for a list of prospective sub-contractors provided with the tender. The bidder to refer to the CSD website should the list provided be insufficient.

**Bidders must ensure that the sub-contractors conform to the following:**

- a. Possess relevant accreditation where applicable;
- b. Be registered with relevant bodies (CIDB, various Councils, etc.) where applicable;
- c. Possess necessary capabilities to deliver the sub-contracted work;
- d. Meet the requirements in terms of the stipulated designated groups; and
- e. Geographical located at the place where the project will be delivered. Geographical location must be determined using the following criteria:
  - Relevant Ward. If not available;
  - Relevant neighbouring Wards. If not available;
  - Relevant Local Municipality. If not available;
  - Relevant District Municipality. If not available;
  - Relevant Metro. If not available;
  - Relevant Province. If not available;
  - Relevant Neighbouring Province. And If not available;
  - Anywhere within the borders of South Africa .

It is the bidder's responsibility to source alternative SMMEs should the parties with whom agreements were entered into at the time of tendering either no longer exist or do not perform or render work of an acceptable standard, subject to the approval by the Employer. Failure to achieve the minimum thirty percent (30%) SMME participation based on the tender amount including VAT, will result in a two percent (2%) penalty on the amount of work on which there is no compliance (Excluding VAT), unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

*Note to PM: The percentage penalty is project specific which must be guided by the value and the complexity of the project, and should be realistic (~~Delete this instruction~~).*

### C3.7.2 Minimum Targeted Local Material Manufacturer Contract Participation Goal

Minimum Percentage Participation Goal Applicable

Yes  No

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Manufacturers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.

A Targeted Local Material Manufacturer is a targeted enterprise that operates or maintains a factory or establishment that produces on its premises materials or goods required by the principal contractor for the performance of the contract.

Note: Adapted from SANS 10845-7:2015, definition 2.13

Preference shall be given to the Targeted Local Material Manufacturer in **Ngcobo, Eastern Cape** and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The nonavailability of such materials shall not adversely affect the desired progress of the specific works,

- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **2%** of the total value of materials purchased including VAT to be sourced from within **50km** radius of the project site,
- (e) Material of at least **8%** of the total value of materials purchased including VAT to be sourced from within **250km** radius of the project site.

Failure to achieve the minimum **ten percent (10%)** Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a **two percent (2%)** penalty of the prorated targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

**Note to PM: Note to PM:** A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the specifications. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Business Forums, Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. (Delete this instruction)*

### C3.7.3 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

Minimum Percentage Participation Goal Applicable

Yes  No

It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprise Local Material Suppliers (SMME's) in executing this contract, irrespective whether a minimum percentage Participation Goals is applicable or not.

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.

A targeted supplier is a targeted enterprise that

- a) owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods.

Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers in the **Ngcobo, Eastern Cape** and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **two percent (2%)** of the total value of materials purchased including VAT to be sourced from within **50km** of the project site,

- (e) Material of at least eight percent (8%) of the total value of materials purchased including VAT to be sourced from within 250km of the project site.

Failure to achieve the minimum ten percent (10%) Targeted Local Material Manufacturer participation expressed as a percentage of the original tender amount, excluding allowances and VAT, will result in a two percent (2%) penalty of the prorated targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Example: Total material to be purchased from local manufacturers = R 10 Million and only achieved a R8 Million CPG then the penalty = R2 Million x 2%. The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

**Note to PM: Note to PM:** A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017 *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project, and should be realistic. (Delete this instruction)*

#### C3.7.4 Minimum Targeted Local Labour Skills Development Contract Participation Goal

Minimum Percentage Participation Goal Applicable

Yes  No

It is the requirement of the employer that the contractor enhances the use of local labour in executing this contract. This is required to be done through the use of both traditional building techniques and labour-intensive construction techniques careful and considered construction planning and implemented in the project irrespective whether a minimum percentage Participation Goal is applicable or not.

The Minimum Targeted Local Labour Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017.

Targeted labour: individuals who:

- are employed by the principal contractor, sub-contractor or targeted enterprises in the performance of the contract;
- are defined as the target group in the targeting data; and
- permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.

Adapted from SANS 10845-7:2015, definition 2.12

Targeting of labour by skills categories is only permissible within categories of semi-skilled and unskilled labour.

Contract participation goals for semi-skilled and unskilled labour shall be limited to on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract and in a manner that does not compromise worker health and safety. In the case of targeted labour, the certification of records shall be in accordance with SANS 10845-8.

Beneficiaries will be sourced from the Ngcobo, Eastern Cape. The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in a thirty percent (30%) penalty of the value not achieved, excluding VAT for noncompliance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

**Note to PM: Note to PM:** A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017. *The above example may be used if the project is located in a relatively small town. The percentage is determined by introducing the project to the local community at least one year in advance whilst planning is completed and then again at least two months prior to tender to establish the local capacity of suppliers in conjunction with the local Contractor Forums, Councillors and Community Leaders. If the project is in a large city one could also specify the ward/s which must take preference which is generally the ward or wards closest to where the project is being executed. The percentage penalty is project specific which must be guided by the value and complexity of the project and should be realistic. (Delete this instruction)*

### C3.7.5 Minimum Targeted Enterprise Development Contract Participation Goal

Minimum Percentage Participation Goal Applicable

Yes  No

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013) and the Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts (published in Government Gazette 41237 of 10 November 2017) is to promote enterprise development by providing for a minimum contract participation goal (CPG) of five percent (5%) of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The bidder shall submit monthly reports in terms of monthly achievement and accumulative targets achieved including audited supporting documentation to the Employer's Representative.

The contractor shall attain or exceed the enterprise development goal in the performance of the contract. Failing to achieve the Participation Goal will result in A) a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The lead partner or main contractor shall dedicate a minimum five percent (5%) of total project value to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to **(Insert type of enterprises. eg General Building, Electrical, Mechanical, Plumbing, etc. It could be either just one or any combination of all) Enterprises.**

Note to PM: Specify preferred Enterprises based on discussions with the local contractor forums, Community leaders and councillors. A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017 **(Delete this instruction)**

Provision for pricing of compliance with the aforementioned is made in the preliminaries and it is explicitly pointed out that all requirement in respect of the aforementioned are deemed to be priced thereunder and no additional claims in this regard shall be entertained.

#### C3.7.5.1 Criteria

The main or lead partner of the successful bidder shall:

- (a) There must be a needs analysis for indirect targeting and development or skill standard and should be development in at least any two developmental areas namely;
  - Administrative and cost control systems
  - construction management systems and plans
  - planning, tendering and programming
  - business; technical; procurement skills
  - legal compliance
  - credit rating/history; financial loan capacity/history
  - contractual knowledge
- (b) The above needs analysis shall be mutually agreed upon between contractor and targeted enterprise
- (c) The contractor shall appoint an enterprise development coordinator to:
  - perform needs analysis on the targeted enterprise to identify developmental goals
  - develop a project specific enterprise development plan to improve the targeted enterprise/s performance in the identified developmental areas
  - provide internal mentorship support to improve the targeted enterprise/s performance
  - monitor and submit to the employer's representative a monthly enterprise development report thereby reporting on the progress of the agreed development areas with the targeted enterprise/s
  - submit a project completion report to the Employer's representative for each targeted enterprise.

#### C3.7.5.2 Management

The contractor shall provide a competent person/s to provide internal mentorship to the Targeted Enterprise/s in the two agreed developmental areas.

#### C3.7.5.3 Competence Criteria for an Enterprise Development Co-ordinator

The enterprise development co-ordinator shall have the following competencies:

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.
- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

#### C3.7.5.4 Format of Communications

The contractor shall submit to the Employer's Representative:

- *Project interim reports* in the specified format (**ED105P**) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should



be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor;

- *Project completion report* in the specified format (**ED101P**) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- *Enterprise development declaration* (**ED104P**).

#### C3.7.5.5 The Key Personal

The contractor shall appoint an Enterprise Development Co-ordinator and a competent person/s to provide internal mentorship.

#### C3.7.5.6 Management Meetings

The contractor shall report to the Employer's Representative on the implementation and progress of the targeted enterprise development and CPG at monthly progress site meetings.

#### C3.7.5.7 Forms for contract administration

The contractor shall submit to the Employer's Representative the following proformas:

- Form ED 105P Project Interim Report
- Form ED 104P Enterprise Development Declaration
- Form ED 101P Project Completion Report

#### C3.7.5.8 Records

The contractor shall:

- keep records of the targeted enterprise development
- keep records of the payments made to the targeted enterprises in relation to the CPG.
- ensure all the documentation required in terms of the Standard is provided with each monthly progress payment certificate and according to a prescribed format where applicable.

#### C3.7.5.9 Payment Certificates

The contractor shall:

- achieve the measurable CPG and providing enterprise development support to the targeted enterprise/s as per the Standard.
- submit payment certificates to the Employer Representative at intervals determined in the Contract.

#### C3.7.5.10 Compliance requirements

##### **Non-compliance with the Best Practice Project Assessment Scheme**

The wording of regulation 27A of the cidb regulations makes provision for the Board to enforce the cidb code of conduct in the event of clients being found to be in breach of the best practice project assessment scheme.

- Not including the requirements of the cidb standards in the conditions of tender
- Not registering the award of contract on the cidb Register of Projects (RoP)
- Not reporting practical completion on the cidb Register of Projects (RoP)

### 3.7.6 Minimum Targeted Contract Skills Development Goal (CSDG)

Minimum Percentage Participation Goal Applicable Yes  No

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 43495 of 3 July 2020 and the Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts (published in Government Gazette 41237 of 10 November 2017).

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion certificates only after the completion certificate of achieving the skills development goal, countersigned by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

#### C3.7.6.1 Methodology

The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least sixty percent (60%) of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 2 in the Standard for the applicable class of construction works.

*Table 2: Contracting skills development goals for different classes of engineering and construction works contracts*

Class of construction works as identified in terms of Regulation 25 (3) of the Construction Industry Regulations 2004		Construction skills development goal (CSDG) (%)
Designation	Description	
CE	Civil Engineering	0.25
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 3 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 3: Notional Cost of Training per Headcount

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
<b>Method 1</b>					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
<b>Method 2</b>					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
<b>Method 3</b>					
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A
<b>Method 4</b>					
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000

- The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- The successful contractor shall employ at least (insert percentage number) from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) in the employment of the employer.
- The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.

- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train {Insert number} Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates {Delete that which is not applicable}.

#### C3.7.6.2 Management

- (a) The successful contractor must keep site records regarding the part/full occupational qualification learners', trade qualification learners', work integrated learners' or candidates' (delete that which is not applicable) progress, site attendance, hours worked and other relevant information as required by the Standard.
- (b) The successful contractor shall provide the required number of appropriately qualified mentors to the maximum number of part/full occupational qualification learners, trade qualification learners, work integrated learners in the proportion as specified in the Standard.
- (c) The successful contractor shall provide a supervisor to manage the training of the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable).
- (d) The successful contractor shall submit to the employer's representative a baseline training plan in the specified format (Pro-forma A2) for the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates (delete that which is not applicable) within 30 days of start of the contract.
- (e) The successful contractor shall submit to the employer's representative project interim report in the specified format (Pro-forma A3) on the progress of each of part/full occupational qualification learner, trade qualification learner, work integrated learner, candidate (delete that which is not applicable) every three months.
- (f) The successful contractor shall submit to the employer's representative the names and particulars in the specified format (Pro-forma A4) of the supervisor, mentors for the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) within 30 days of start of the contract.
- (g) The successful contractor shall keep a daily record of all the part/full occupational qualification learners, trade qualification learners, work integrated learners, candidates on site and their daily activities and shall be made available to the employer's representative on request.
- (h) The successful contractor shall submit to the employer's representative the reports on the progress and status of the part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) with the monthly invoice for the payment certificate.
- (i) The successful contractor shall have health and safety inductions for all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (j) The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable).
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates (delete that which is not applicable) at the start of their employment on site.

- (l) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates (delete that which is not applicable) directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

**Note to PM: Note to PM:** A feasibility study must be undertaken at project level to verify that the contract participation goal can realistically be achieved within the targeted area. Such feasibility study shall be included in the contract data. Guidelines for undertaking a feasibility study are given in Appendix A of Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts No. 41237 GOVERNMENT GAZETTE, 10 November 2017

### C3.7.7 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The programme shall be implemented in terms of the Implementation of the National Youth Service Programme under the Expanded Public Works (EPWP) and shall be priced in the CPG section of the Bills of Quantities. Monthly reports are to be submitted to the Employer's Representative.

Failure by the contractor to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

### C3.7.8 LABOUR-INTENSIVE WORKS

**Labour Intensive Participation Goal Applicable**

Yes  No

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Allowance must be made for submitting monthly reports illustrating the value of the works executed under Labour Intensive Works.

Failure by the contractor to achieve the specified value of the Labour Intensive Participation Goal as stipulated within the Bills of quantities will result in a thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

Employer's objectives:

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. A twenty percent (20%) penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5

"Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

### C3.7.8.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

*Should labour-intensive works be applicable to the contract the following Generic Labour-intensive Specification (informed by SANS 1921-5, Construction and management requirements for works contracts - Part 5: Earthworks) which covers activities which are to be performed by hand, should be inserted in the Scope of Works without amendment or modification as set out below. **(Delete item in total if labour-intensive works are not applicable to the contract)***

Contractors are referred to the Guidelines for the Implementation of Labour-intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP) for the generic labour-intensive specification applicable to the contract.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- trenches having a depth of less than 1.5 metres
- stormwater drainage
- roads
- sidewalks and non-motorised transport infrastructure
- water and sanitation

#### **Precedence**

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail

#### **Hand excavateable material**

Hand excavateable material is:

##### **a) granular materials:**

- i) whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

##### **b) cohesive materials:**

- i) whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### **Note**

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

<b>Table 2: Consistency of materials when profiled</b>			
<b>GRANULAR MATERIALS</b>		<b>COHESIVE MATERIALS</b>	
<b>CONSISTENCY</b>	<b>DESCRIPTION</b>	<b>CONSISTENCY</b>	<b>DESCRIPTION</b>
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded

			by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

#### **Trench excavation**

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers;

- a) to ninety percent (90%) Mod AASHTO;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than ten (10%) gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### **Excavation**

All excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand. Any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

#### **Clearing and grubbing**

Grass and bushes shall be cleared by hand.

#### **Shaping**

All shaping shall be undertaken by hand.

#### **Loading**

All loading shall be done by hand. Haulage equipment should be selected in a manner that allows loading by hand to the greatest extent possible.

#### **Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

#### **Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

#### **Spreading**

All material shall be spread by hand.

### **Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieved. Appropriate rollers should be used where higher (than can be achieved by hand) levels of compaction are required or for large areas.

### **Grassing**

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

### **Stone pitching and rubble concrete masonry**

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

### **Manufactured Elements**

Elements manufactured or supplied by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320kg. Where the mass of an element exceeds 55 kg, consideration should be given to the size of the element relative to its total mass related to the number of workers who would be needed to lift such mass

## **C3.8 Submission of Accrual Reports**

The Contractor shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

## **C.3.9 Submission of Monthly Local Material Utilisation Report (Local Content)**

The contractors shall be responsible for record keeping, documenting and submission of monthly local material utilization report with supporting documentation to the Employer's representative within 7 working days of the beginning of the successive month, in terms of DTI&C designated industry/sector/sub-sector schedule as per the PA36 and Annexures C attached to the tender document. The final percentage achievement to be reconciled upon completion of the project and form part of the final account. Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.





GUARDING DIVISION

RISK MANAGEMENT

TECHNICAL DIVISION

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#### SECURITY GUARDING

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COMPANY REGISTRATION NO: 11 1890/98

P.S.I.R.A. REGISTRATION NO: 0551020

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#### RISK MANAGEMENT

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COMPANY REGISTRATION NO

CK: 2008/100715/23

MEMBERS: CORRIENE BOUTWER,  
DICKERT DAVIS, ROBYN HARVEY

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#### TECHNICAL DIVISION

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COMPANY REGISTRATION NO

CK: 2008/100715/23

MEMBERS: CORRIENE BOUTWER,  
DICKERT DAVIS, ROBYN HARVEY

### Health and Safety Specifications

Compliance with Construction Regulation 3(a)  
of the

Occupational Health and Safety Act 85 of 1993

To prepare health and safety specifications for the construction  
work, and provide any contractor who is making a bid or  
appointed to perform construction work for the client with the  
same

Project: Construction of Steel Structure and  
Mesh Roof, Engcobo Prison

Client: Department of Public Works

Principal Agent abm africa

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## 1. INTRODUCTION

The client is committed to ensure that the highest health and safety standards are maintained throughout the duration of the contract by all parties involved.

This document is not a re-write of the OHS Act but aims to create specific awareness to aid the contractor in developing a site specific HS Plan and associated file.

To achieve this the client's agent has prepared this OHS Specification detailing specific project risks known, and sets minimum levels of awareness and guidance to health and safety requirements.

The contractual responsibility for adhering to these requirements rest with the contractor.

## 2. REFERENCES

2.1 Occupational Health and Safety Act 85 of 1993 as amended

2.2 Preliminary Design Report

2.3 Baseline Risk Assessment

## 3. DEFINITIONS

As contemplated in the Occupational Health and Safety Act 85 of 1993 as amended

## 4. ABBREVIATIONS

OHS Act - Occupational Health and Safety Act 85 of 1993 as amended

OHS Spec - Occupational Health and Safety Specification

PC - Principal Contractor

PPE - Personal Protective Equipment

MSDS's - Material Safety Data Sheets

CR - Construction Regulations 2014

OHSMS - Occupational Health and Safety Management System

WSWP - Written Safe Working Procedure

NIHL - Noise Induced Hearing Loss

## 5. SCOPE

This specification is site specific and encompasses foreseeable health and safety risks and legal requirements associated with this project.

## 6. OBJECTIVE

6.1 Create a healthy and safe environment for everyone exposed to the project work

6.2 Legal Compliance

6.3 Promote a risk driven approach to ensure that focus is appropriately directed

## 7. DESCRIPTION OF WORK

The following serves as a summation of the work as detailed in the Tender Document:

7.1 Installation of steel frames and steel mesh coverings over seven courtyards.

## 8. DESCRIPTION OF SITE

The site is located approximately 2, 5 kilometres to the Southwest of Ngcobo CBD, Eastern Cape. The following information is known however it remains the contractor's responsibility to identify and assess all with the implementation of controls in mitigation of its consequential risk.

### 8.1 Existing Structures and Surrounding Land

8.1.1 Operational correctional centre with buildings and infrastructure

8.1.2 The site is located in a mixed rural, commercial and residential use area.

8.1.3 There are occupied residential properties and infrastructure in close proximity.

8.1.4 The property borders onto public roads and pavements.

8.1.5 The perimeter of the site is protected and access thereto controlled however areas of work will need to be barricaded and access thereto controlled.

### 8.2 Existing Services

8.2.1 Operational correctional centre and all services must be considered as life.

### 8.3 Existing ground conditions

8.3.1 Refer to Geotechnical Survey

### 8.4 Existing Road Traffic System

8.4.1 All road and pavements are being used by the general public and legal requirements and restrictions will apply.

### 8.5 Summation of key hazards by virtue of location

8.5.1 Associated risk of operational correctional centre

8.5.2 Associated risk on neighbouring operations

8.5.3 Current and hidden services

8.5.4 Road traffic interaction

8.5.5 Public nuisance – dust, noise, etc.

### 8.6 Special instructions

8.6.1 The PC must familiarise himself and comply with all Site Rules to include amongst other, the following:

8.6.1.1 Identification and visible recognition

8.6.1.2 Access control and movement protocol

8.6.1.3 Prohibition and restrictions on communication devices, items, etc.

8.6.1.4 Coordination and authorisation of work – Work Permit System, etc.

8.6.1.5 Strict supervision, control and accountability of all construction materials, equipment and plant at all times

## 9. DESIGN INFORMATION

The following hazards are known to the client however it remains the contractor's responsibility to identify and assess all with the implementation of controls in mitigation of its consequential risk.

### 9.1 Critical

9.1.1 Operational correctional centre and decanting required

- 9.1.2 Excavation of bases – hidden hazards/services
- 9.1.3 Manual and mechanical handling, hauling and lifting
- 9.1.4 Temporary work – Erecting and stripping of scaffolding
- 9.1.5 Elevated and roof work
- 9.1.6 Presence and use of electricity
- 9.1.7 Health stressors
  - 9.1.7.1 Use and presence of hazardous chemical substance (cleaning products, paints, solvents, sewage, dust, etc.)
  - 9.1.7.2 Noise
  - 9.1.7.3 Ergonomics – manual labour in precarious position

## 9.2 General

### 9.2.1 Ordinary construction work

Various activities/processes associated with construction work will be required to expedite this project to include amongst other, the following:

- 9.2.1.1 Site establishment
- 9.2.1.2 Batching
- 9.2.1.3 Hot work – grinding, cutting, etc.
- 9.2.1.4 Preparation and painting
- 9.2.1.5 Use of hand tools
- 9.2.1.6 Use of mobile plant and equipment
- 9.2.1.7 Use of portable electrical equipment

## 9.3 Summation of key hazards by virtue of design

- 9.3.1 Associated construction hazards on operation
- 9.3.2 Current and hidden services
- 9.3.3 Roof and elevated work
- 9.3.4 Temporary structures
- 9.3.5 Use of mobile plant and equipment
- 9.3.6 Use of electricity
- 9.3.7 Use and presence of HCS's
- 9.3.8 All those associated with activities/processes referred to in point 9.2., Ordinary construction work.

## LEGAL REQUIREMENTS AND AGREEMENTS

- 9.4 The PC assumes all responsibility and accountability to discharge its duties as contemplated in the OHS Act and compliance thereof is mandatory for all under its control.
- 9.5 The PC will enter into a Mandatory Agreement with the client in terms of section 37(2) of the OHS Act.
- 9.6 The PC will ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor

the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the contractor in terms of this contract (entirely or in part) will continue to be legally required of the contractor to comply with. The contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- 9.7 The PC will maintain it status of good standing and enforce similar from all sub-contractors and retain current copies on site.

## **10. RISK ASSESSMENT AND CONTROLS**

- 10.1 The PC will cause a risk assessment to be conducted by a competent person as contemplated in CR 7 with due consideration to point 8 and 9 of this OHSAS to include the following:

- 10.1.1 Identification of all hazards associated with the construction work
- 10.1.2 Analysis and evaluation of the hazards
- 10.1.3 Development, implementation and maintenance of a documented plan of safe working procedures in mitigation of the risk
- 10.1.4 Monitoring plan and
- 10.1.5 Review plan

- 10.2 The following serves as minimum guidelines:

### **10.2.1 Baseline Assessment**

- 10.2.1.1 A holistic process must be adopted to identify and assess all hazards associated with the foreseeable activities/processes associated with the construction work with reference to the following:

- 10.2.1.1.1 Legal compliance
- 10.2.1.1.2 Physical
- 10.2.1.1.3 Chemical
- 10.2.1.1.4 Biological
- 10.2.1.1.5 Mechanical
- 10.2.1.1.6 Ergonomics
- 10.2.1.1.7 Psycho-social
- 10.2.1.1.8 Behavioural
- 10.2.1.1.9 Environmental

### **10.2.2 Issues Based Assessment**

- 10.2.2.1 And issues based assessment must be conducted in the eventuality of a substantial change in the following or as a result of an incident:

- 10.2.2.1.1 People
- 10.2.2.1.2 Methods
- 10.2.2.1.3 Plant and Equipment
- 10.2.2.1.4 Materials, products and by-products
- 10.2.2.1.5 Working environment/conditions
- 10.2.2.1.6 Natural environment

10.2.2.2 Additional in-depth assessment may be required for high risk activities/processes and/or as required by law to include amongst other, the following:

10.2.2.2.1 Fall Protection

10.2.2.2.2 Demolition Plan

10.2.3 Continues Based Assessment

10.2.3.1 Continues based assessments will be facilitated through daily inspections, checks and audits with the implementation of corrective and remedial action.

10.2.4 Control measures

High risk activities/processes are inherent to the construction industry and require a formal OHSMS. The risk is further compounded by the scope of work and the geographical location of the site and thus will require the following when appropriate.

Where reasonably practicable the hierarchy of control must me as follows:

- o Eliminate
- o Engineering
- o Administrative
- o PPE

10.2.4.1 SOP must be developed for all major/high risk processes as dictated by the process flow/risk assessment to include amongst other, the following:

10.2.4.1.1 Site establishment

10.2.4.1.2 Site preparation

10.2.4.1.3 Mobile Plant and Equipment

10.2.4.1.4 Ergonomics

10.2.4.1.5 Electrical Installations and Portable Electrical Equipment

10.2.4.1.6 Elevated work

10.2.4.1.7 Contractor control

10.2.4.1.8 Incident reporting, investigation and recall

10.2.4.1.9 Hazardous Chemical Substances

10.2.4.2 Procedures and Plans must be developed as governed by legislation and the risk assessment to include amongst other, the following:

10.2.4.2.1 Emergency Preparedness and Response Plan

10.2.4.2.2 Fall Protection Plan

10.2.4.2.3 Roof Plan

10.2.4.2.4 Lock-out Procedure

10.2.4.2.5 Work Permit System Procedure

10.2.4.3 Method Statement must be developed and approved by the designer for all high risk installation work with the subsequent development of a WSWP.

- 10.2.4.4 A Training Needs Analysis must be conducted and the applicable training provided to include amongst other, the following:
  - 10.2.4.4.1 Induction
  - 10.2.4.4.2 Risk
  - 10.2.4.4.3 Emergency Preparedness and Response
  - 10.2.4.4.4 WSWP's
  - 10.2.4.4.5 Mobile plant and machinery operators
  - 10.2.4.4.6 Cranes and lifting equipment
  - 10.2.4.4.7 Fall Protection Plan
  - 10.2.4.4.8 Scaffolding
  - 10.2.4.4.9 HS Representative, First Aid and Fire Fighting
- 10.2.4.5 A medical surveillance programme must implemented to address amongst other, the following:
  - 10.2.4.5.1 Baseline for all staff as contemplated in CR 7(8)
  - 10.2.4.5.2 NIHL
  - 10.2.4.5.3 Medical and Physiological fitness
- 10.2.4.6 Management and Supervision
  - 10.2.4.6.1 Competent persons must be appointed as contemplated in the ACT to include amongst other, the following:
    - 10.2.4.6.1.1 Construction Manager
    - 10.2.4.6.1.2 Construction Supervisor
    - 10.2.4.6.1.3 Risk Assessor
    - 10.2.4.6.1.4 Safety Officer
    - 10.2.4.6.1.5 HS Representative
    - 10.2.4.6.1.6 First Aider
    - 10.2.4.6.1.7 Temporary work designer
    - 10.2.4.6.1.8 Scaffolding erector, inspector and supervisor
    - 10.2.4.6.1.9 Mobile plant and equipment operators

## 12. HEALTH AND SAFETY PLAN

### 12.1 Overview

- 12.1.1 The PC will provide and demonstrate to the client a suitable and sufficiently documented health and safety plan based on this Specification, the OHS Act and appropriate to his risk assessment which will be applied from the date of commencement of and for the duration of execution of the works.
- 12.1.2 The PC will, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements and the OHS Act.
- 12.1.3 The PC will consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the contractor in terms of this Specification and the OHS Act.



- 12.1.4 The PC will ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client/Agent, an Inspector.
- 12.1.5 The PC will ensure that a health and safety file, which will include all documentation required in terms of the provisions of this Specification and the OHS Act is maintained and kept on site and made available to the Client/Agent and Inspector upon request. Upon completion of the works, the PC will hand over a consolidated health and safety file and Close-out Report to the client.
- 12.1.6 The PC will, throughout the execution of the contract, ensure that all conditions imposed on his sub-contractors in terms of the OHS Act are complied with.
- 12.1.7 The PC will from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan will be submitted to the PC for approval.
- 12.2 Content Requirement**
- The following is a guideline as to the minimum requirements that need to be addressed in the HS Plan:
- 12.2.1 Project Directory
- 12.2.1.1 Contact details of Client, Principal Agent, Client Agent, Engineer, etc.
- 12.2.2 Description of site
- 12.2.3 Scope of work
- 12.2.3.1 Scope of work and process flow of activities
- 12.2.4 HS Specification
- 12.2.4.1 Acknowledgement and intent to comply
- 12.2.5 Legal requirements, appointments and agreements
- 12.2.5.1 Intent to sign Mandatory Agreement
- 12.2.6 Notification of construction work
- 12.2.7 OHS Management System
- 12.2.7.1 Overview
- 12.2.7.2 Policy
- 12.2.7.3 Risk Assessment
- 12.2.7.3.1 Protocol as contemplated in point 10, Risk Assessment
- 12.2.7.4 Structure and Responsibility
- 12.2.7.4.1 Organogram
- 12.2.7.4.2 Appointments and competencies
- 12.2.7.5 Contractor Control
- 12.2.7.5.1 List of activities/processes that will be outsourced
- 12.2.7.5.2 OHSAS
- 12.2.7.5.3 Approval of HS Plan
- 12.2.7.5.4 Competency and appointment

- 12.2.7.5.5 Mandatory Agreement
- 12.2.7.5.6 Monthly audits
- 12.2.7.6 Induction and Training
  - 12.2.7.6.1 Training Need Analysis and Programme
  - 12.2.7.6.2 Induction Manual
  - 12.2.7.6.3 Training Record
- 12.2.7.7 Communication and Awareness
- 12.2.7.8 Establishment and Occupation of Site
  - 12.2.7.8.1 Site Rules
  - 12.2.7.8.2 Legal compliance
    - 12.2.7.8.2.1 Protocol for the identification and adherence to all relevant legislation
  - 12.2.7.8.3 Perimeter fence, signage and access control
  - 12.2.7.8.4 Energising of site
    - 12.2.7.8.4.1 COC and inspections
  - 12.2.7.8.5 Site Office
    - 12.2.7.8.5.1 Provision for adequate facilities to expedite the administrative requirements associated with this project
  - 12.2.7.8.6 Traffic Management
    - 12.2.7.8.6.1 Traffic Management Plan
  - 12.2.7.8.7 Public nuisance
    - 12.2.7.8.7.1 Protocol on prevention and facilitation of complaints
  - 12.2.7.8.8 Staff welfare
    - 12.2.7.8.8.1 Provision for adequate facilities
  - 12.2.7.8.9 Emergency Preparedness and Response
  - 12.2.7.8.10 Housekeeping and Waste Management
  - 12.2.7.8.11 Hazardous Chemical Substances
    - 12.2.7.8.11.1 Alphabetical list and MSDS's
    - 12.2.7.8.11.2 Risk Assessment
    - 12.2.7.8.11.3 Training
  - 12.2.7.8.12 Stacking and storage
  - 12.2.7.8.13 Personal Protective Equipment
    - 12.2.7.8.13.1 Matrix
    - 12.2.7.8.13.2 Issues and intent to wear
    - 12.2.7.8.13.3 Training
    - 12.2.7.8.13.4 Control
  - 12.2.7.8.14 Plant and Equipment
    - 12.2.7.8.14.1 List of envisaged plant and equipment to be used

## Health and Safety Specification

Engcobo Prison

Steel Structure and Mesh Roof

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12.2.7.8.14.2 Control measures

12.2.7.9 Incident Reporting, Investigation and Recall

12.2.7.10 Monitoring and Review

12.2.7.11 Recordkeeping

12.2.7.11.1 HS File

12.2.7.11.1.1 Reference to all relevant documentation

### 13. HEALTH AND SAFETY FILE

The PC will maintain all relevant documentation on site and make such available to the client and an Inspector on request as dictated by the act and these specifications.

### 14. GENERAL

Nothing contained in or omitted from this Health and Safety Specification, or Health and Safety Plan based on this specification, will relieve the PC of any of its obligations or liabilities.

The Client /Agent will not be liable for any civil claim because of anything contained in or omitted from this Health and Safety Specification.

## **Part C4: Site Information**

## **C4 Site Information**

## PG-03.1 (EC) SITE INFORMATION – GCC (2010) 2<sup>nd</sup> Edition 2010

<b>Project title:</b>	<i><b>Ngcobo prison: Installation of steel mesh coverage to open court yards</b></i>		
<b>Tender no:</b>	<i><b>MTH 10/2022</b></i>	<b>WCS no:</b>	<i><b>053813</b></i>
		<b>Reference no:</b>	

### C4 Site Information

1. **GENERAL (Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)**
  - (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. (Delete this instruction and re-number the items as required)*
  - (a) *Describe nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction. Provide available data and information.*
  - (b) *Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries.*
  - (c) *Describe in detail herein any additional site information such as site location, improvements on site, adjacent buildings, environmental issues, etc.*

**Delete second page if not required**











NO.	DATE	REVISION	DRAWING	PROJECT	DRAWING NO.

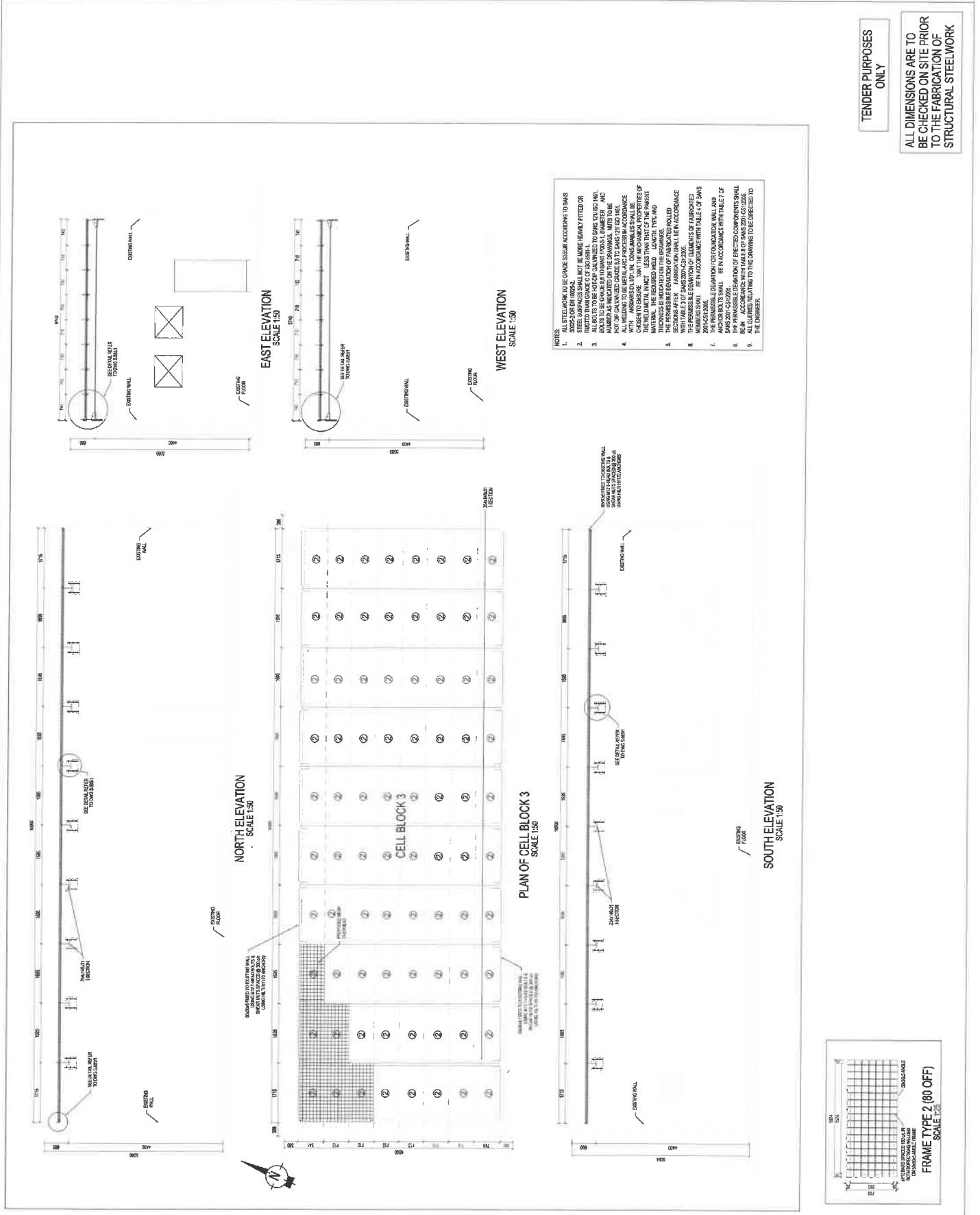
Chongyi Asia Pty Ltd Department of Public Works	
Project Name: Project Reference: Project Location: Project Start Date: Project End Date: Project Manager: Project Engineer: Project Designer: Project Checker: Project Approver: Project Status: Project Budget: Project Risk: Project Impact: Project Complexity: Project Uncertainty: Project Stakeholders: Project Objectives: Project Deliverables: Project Milestones: Project Risks: Project Issues: Project Dependencies: Project Constraints: Project Assumptions: Project Risks: Project Issues: Project Dependencies: Project Constraints: Project Assumptions:	Professional registration no.: Date for issue: Scale: <b>A1</b>

 <b>public works</b> SOUTH AFRICAN REPUBLIC OF SOUTH AFRICA DEPARTMENT OF PUBLIC WORKS 101 SPUR ROAD SANDTON, JOHANNESBURG 2008
 <b>ebm africa</b> CONSULTANTS 101 SPUR ROAD SANDTON, JOHANNESBURG 2008 TEL: 011 793 1234 FAX: 011 793 1235 email: info@ebmafrica.co.za website: www.ebmafrica.co.za

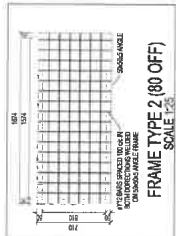
  

PROJECT: <b>NGCOCO CORRECTIONAL CENTRE: INSTALLATION OF OVERHEAD STEELMESH TO OPEN COURTYARD</b>	
DRAWING NO.: <b>05381135</b>	DRAWING TITLE: <b>DETAILS TO CELL BLOCK 3</b>
DRAWING DATE:	DRAWING SCALE:
DRAWING NO.: <b>L.K.</b>	DRAWING NO.: <b>K.J.</b>
DRAWING DATE: <b>18-08-2019</b>	DRAWING DATE:
DRAWING NO.:	DRAWING NO.:
DRAWING NO.:	DRAWING NO.:



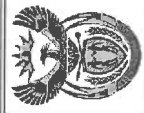
**TENDER PURPOSES ONLY**

**ALL DIMENSIONS ARE TO BE CHECKED ON SITE PRIOR TO THE FABRICATION OF STRUCTURAL STEELWORK**




NO.	DATE	REVISION	DESCRIPTION

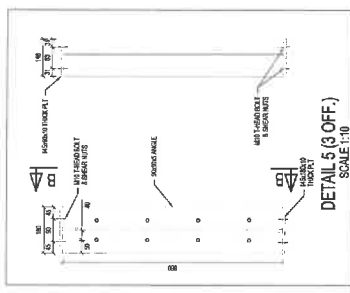
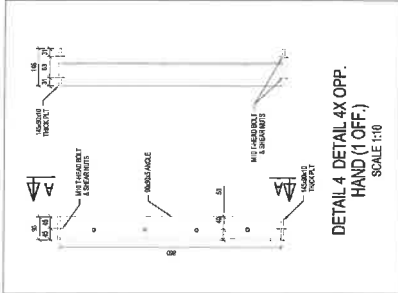
Copyright reserved by the Department of Public Works  unauthorised reproduction or use of the drawings is prohibited without the written permission of the Department of Public Works  name: _____ title: _____ Professional registration no.: _____  cell no: _____ email: _____	 public works DEPARTMENT OF PUBLIC WORKS REPUBLIC OF SOUTH AFRICA 111, 112 & 113, 114 & 115 P.O. BOX 12500, VALE PARK, 2017 TEL: (011) 235 2800 FAX: (011) 235 2801 e-mail: info@publicworks.co.za
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 africa consulting engineers 111, 112 & 113, 114 & 115 P.O. BOX 12500, VALE PARK, 2017 TEL: (011) 235 2800 FAX: (011) 235 2801 e-mail: info@afrieca.co.za	S E S A  STRUCTURAL  service NGCOBO CORRECTIONAL CENTRE: INSTALLATION OF OVERHEAD STEELMESH TO OPEN COURTYARD  WGS number: 05381 135 drawing title:
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no. 10 AS SHOWN date: 16-05-2016 human drawing number UPV drawing number S.68516	designed L.K. checked K.J. revision number
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TENDER PURPOSES ONLY

**ALL DIMENSIONS ARE TO BE CHECKED ON SITE PRIOR TO THE FABRICATION OF STRUCTURAL STEELWORK**

- NOTES:
1. ALL STEELWORK TO BE GRABE S355JR ACCORDING TO SANS 10062-2 OR EN 10025-2.
  2. ALL STEELWORK TO BE MORE RECENTLY FITTED OR BUILT THAN GRABE C.
  3. ALL BOLTS TO BE HOT DIP GALVANIZED TO SANS 10062-10. ALL WELDS TO BE HOT DIP GALVANIZED TO SANS 10062-10. DIMENSIONS TO BE IN ACCORDANCE WITH TABLE 1 OF SANS 10062-10.
  4. ALL WELDS TO BE FULL PENETRATION WELDS IN ACCORDANCE WITH TABLE 1 OF SANS 10062-10.
  5. THE PERMISSIBLE DEVIATION OF FABRICATED ROLLED STEELWORK SHALL BE IN ACCORDANCE WITH TABLE 2 OF SANS 10062-10.
  6. THE PERMISSIBLE DEVIATION OF FABRICATED ROLLED STEELWORK SHALL BE IN ACCORDANCE WITH TABLE 2 OF SANS 10062-10.
  7. THE PERMISSIBLE DEVIATION OF FABRICATED ROLLED STEELWORK SHALL BE IN ACCORDANCE WITH TABLE 2 OF SANS 10062-10.
  8. THE PERMISSIBLE DEVIATION OF FABRICATED ROLLED STEELWORK SHALL BE IN ACCORDANCE WITH TABLE 2 OF SANS 10062-10.
  9. ALL DIMENSIONS RELATIVE TO THIS DRAWING TO BE USED TO THE FABRICATOR.

