



**public works
& infrastructure**

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**SAPS: EASTERN CAPE: NEEDS CAMP: CONSERVANCY TANK AND
OTHER RENOVATIONS (WCS 055642)**

TENDER NO. : PEQ05/2021
REFERENCE NO. : 14/1/3/1/6425/6579

TENDER DOCUMENT

Compiled by:

National Department of Public Works & Infrastructure
Eben Donges Building
PORT ELIZABETH
6001

NAME OF BIDDER:

MAY 2021

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:

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSER VANCY TANK AND OTHER RENOVATIONS (WCS 055642)
Reference no:	14/1/3/1/6425/6579

Tender no:	PEQ05/2021		
Advertising date:	25/05/2021	Closing date:	08/06/2021
Closing time:	11.00AM	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **1GB** or **select tender value rangeselect class of construction works*** or higher.

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

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

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. <i>insert motivation why the site inspection meeting is declared compulsory</i>
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input checked="" type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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



Notice and Invitation to Tender: PA-04 (EC)

<input checked="" type="checkbox"/>	Bidders to submit a valid sworn affidavit or valid BBBEE certificate (original or originally certified) according to the ammended construction sector code.
<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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

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

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

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

Collection of tender documents

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

Alternatively; Bid documents may be collected during working hours at the following address **2nd FLOOR ROOM 296, NATIONAL DEPARTMENT OF PUBLIC WORKS, EBEN DONGES BUILDING , HANCOCK STREET, NORTH END, PORT ELIZABETH, 6056** . A non-refundable bid deposit of R 0 is payable (cash only) on collection of the bid documents.

Site inspection meeting

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

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

Venue: N/A

Date: N/A

Starting time: N/A

inquries related to tender documents may be addressed to:

DPW Project Manager:	Ntombizenani Mlotana	Telephone no:	0414082334/ 0414082012
Cell no:	082 814 8864	Fax no:	NA
E-mail:	Ntombizenani.Mlotana@dpw.gov.za		

Deposit / return of tender documents

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X3913 NORTH END, PORT ELIZABETH 6056</p> <p>Attention: Procurement section: Room 295</p>	OR	<p>Deposited in the tender box at:</p> <p>THE MAIN ENTRANCE EBEN DONGES BUILDING HANCOCK STREET, NORTH END PORT ELIZABETH 6056</p>
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Compiled by:

N MLOTANA		21/05/2021
Name of Project Manager	Signature	Date

T1.2 Tender Data



DPW-03 (EC): TENDER DATA

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)
Reference no:	14/1/3/1/6425/6579

Tender no:	PEQ05/2021	Closing date:	08/06/2021
Closing time:	11.00am	Validity period:	56 days

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

Tender no:



C.1.4	The Employer's agent is:	
	Name:	Ntombizenani Mlotana
	Capacity:	Departmental Project Manager
	Address:	Public Works Eben Donges Building Hancock Street North End, Port Elizabeth 6056
	Tel:	0414082334/ 0414082012
	Fax:	NA
	E-mail:	Ntombizenani.Mlotana@dpw.gov.za

C.2.1
C.3.11

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):

- 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 **GB** or **select class of construction works**** class of construction work; and
- contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **GB** or **select class of construction works**** class of construction work; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **GB** or **select class of construction works**** class of construction work

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

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. - **Not applicable**

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
Total	100 Points



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

Minimum functionality score to qualify for further evaluation:

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

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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

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

C.1. Technical risks:

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

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

C.1.2 Criterion 2: Contractual commitment

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

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

C.2 Commercial risks:

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

C.2.7 For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

C.2.12 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.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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



	<p>responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: EBEN DONGES BUILDING, HANCOCK STREET, NORTH END, PORT ELIZABETH 6056
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

T2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)		
Tender / Quote no:	PEQ05/2021	Reference no:	14/1/3/1/6425/6579
Receipt Number:	1		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		
Submission of PA-36: Declaration Certificate for Local Production and Content for Designated Sectors and Annexure C thereof	7 Pages	Yes

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) (if applicable)	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	0 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	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)	67 Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
insert document name	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
If the Tendering Entity is:	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. the Founding Statement – CK1; and ii. the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

C1.1 Form of Offer and Acceptance



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

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)		
Tender no:	PEQ05/2021	Reference no:	14/1/3/1/6425/6579

OFFER

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

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

Trading under the name and style of:

AND WHO IS:

*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



Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Tender no: PEQ05/2021

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

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

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

.....

Other Contact Details of the Tenderer are:

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

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

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



Fax No
 Postal address
 Banker Branch.....
 Registration No of Tenderer at Department of Labour
 CIDB Registration Number:

Tender no:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works and Infrastructure
Address of Organisation:	Eben donges Hancock Street North End ,Port Elizabeth 6056

WITNESSED BY:

*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



Name of witness	Signature	Date

Tender no:

Schedule of Deviations

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

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

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

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

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

C2.2 Bills of Quantities / Lump Sum Document

Item No		Quantity	Amount
	<p><u>BILL NO 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>MEANING OF TERMS "TENDER / TENDERER"</u></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><u>PRELIMINARIES</u></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><u>SECTION A - JBCC PRINCIPAL BUILDING AGREEMENT</u></p> <p><u>DEFINITIONS</u></p>		
1/1	<p>A1.0 DEFINITIONS AND INTERPRETATION</p> <p>Clause 1.0</p> <p>Clause 1.1 Definition of "Commencement Date" is added:</p> <p>COMMENCEMENT DATE means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p>		
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

<p style="text-align: center;">Brought Forward</p> <p>Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:</p> <p>"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:</p> <p>"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion</p> <p>Clause 1.1 Definition of "Corrupt Practice" is added:</p> <p>"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>Clause 1.1 Definition of "Fraudulent Practice" is added:</p> <p>"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.</p> <p>Clause 1.1 Definition of "Interest" is amended by replacing it with the following:</p> <p>"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no. 1 of 1999).</p> <p>Clause 1.1 Definition of "Principal Agent" is amended by replacing it with the following:</p> <p>"PRINCIPAL AGENT" means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> <p>Clause 1.1 Definition of "Security" is amended by replacing it with the following:</p>	R	
<p>Carried Forward</p>	R	
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	Brought Forward	R	
	<p>"SECURITY" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss</p> <p>Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "pre-paid registered post or telefax".</p> <p>Clause 1.6.4 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>OBJECTIVE AND PREPARATION</p>		Item
1/2	<p>A2.0 OFFER, ACCEPTANCE AND PERFORMANCE</p> <p>Clause 2.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/3	<p>A3.0 DOCUMENTS</p> <p>Clause 3.0</p> <p>Clause 3.2.1 is amended by replacing "14.1" with 14.0"</p> <p>Clause 3.7 is amended by the addition of the following:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times</p> <p>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	Carried Forward	R	
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		Brought Forward	R
1/4	<p>A4.0 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/5	<p>A5.0 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/6	<p>A6.0 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/7	<p>A7.0 COMPLIANCE WITH REGULATIONS</p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/8	<p>A8.0 WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	Carried Forward		R
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
1/9	<p>A9.0 INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/10	<p>A10.0 WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p> <p>(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works</p> <p>(c) The employer shall carry the risk of damage to or destruction of the works and materials paid for by the employer that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p> <p>10.6 Injury to Persons or loss of or damage to Properties</p> <p>(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or</p>		
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

<p style="text-align: right;">Brought Forward</p> <p>damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable</p> <p>(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor</p> <p>(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion</p> <p>(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p> <p>10.7 High risk insurance</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that may result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:</p> <p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security</p>	<p>R</p>
<p style="text-align: right;">Carried Forward</p> <p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>	<p>R</p>

	Brought Forward	R	
1/11	A11.0 LIABILITY INSURANCES Clause 11.0 Fixed: _____ Value: _____ Time: _____		Item
1/12	A12.0 EFFECTING INSURANCES Clause 12.0 Fixed: _____ Value: _____ Time: _____		Item
1/13	A13.0 No Clause		Item
1/14	A14.0 SECURITY Clause 14.0 Clauses 14.1 - 14.8 are amended by replacing them with the following: 14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) 14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A) 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule . Such security shall be provided to the employer within twenty-one (21) calender days from commencement date . Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calender days from commencement date , the security in terms of 14.7 shall be deemed to have been selected. 14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:		
	Carried Forward	R	
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<p style="text-align: right;">Brought Forward</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the day of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p> <p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p style="text-align: right;">Carried Forward</p>	R	
<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>	R	

	Brought Forward	R	
	<u>EXECUTION</u>		
1/15	<p>A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS</p> <p>Clause 15.0</p> <p>Clause 15.1.1 is amended by replacing it with:</p> <p>No clause</p> <p>Clause 15.1.2 is amended by replacing it with:</p> <p>The security selected in terms of 14.0</p> <p>Clause 15.1 is amended by the addition of the following clause:</p> <p>15.1.4 And acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calender days of commencement date</p> <p>Clause 15.2.1 is amended by replacing it with the following clause:</p> <p>Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
			Item
1/16	<p>A16.0 ACCESS TO THE WORKS</p> <p>Clause 16.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
			Item
1/17	<p>A17.0 CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
			Item
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

		Brought Forward	R
1/18	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value: _____ Time: _____		Item
1/19	A19.0 ASSIGNMENT Clause 19.0 Fixed: _____ Value: _____ Time: _____		Item
1/20	A20.0 NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed: _____ Value: _____ Time: _____		Item
1/21	A21.0 SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value: _____ Time: _____		Item
1/22	A22.0 EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed: _____ Value: _____ Time: _____		Item
		Carried Forward	R
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	Brought Forward	R	
1/23	A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed: _____ Value: _____ Time: _____ <u>COMPLETION</u>	Item	
1/24	A24.0 PRACTICAL COMPLETION Clause 24.0 Fixed: _____ Value: _____ Time: _____	Item	
1/25	A25.0 WORKS COMPLETION Clause 25.0 Fixed: _____ Value: _____ Time: _____	Item	
1/26	A26.0 FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting "W" next to 26.1.2 Fixed: _____ Value: _____ Time: _____	Item	
1/27	A27.0 LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed: _____ Value: _____ Time: _____	Item	
1/28	A28.0 SECTIONAL COMPLETION Clause 28.0 Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward	R	
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	Brought Forward	R	
1/29	<p>A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION</p> <p>Clause 29.0</p> <p>Clause 29.2.5 is amended by replacing it with:</p> <p>No clause</p> <p>Fixed: _____, Value: _____, Time: _____</p>	Item	
1/30	<p>A30.0 PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: _____, Value: _____, Time: _____</p> <p><u>PAYMENT</u></p>	Item	
1/31	<p>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the</p>		
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
	<p>employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Alternative B</p> <p>31.8(B) Where security as a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>Clause 31.12 is amended by deleting the following:</p> <p>Payment shall be subject to the employer giving the contractor a tax invoice for the amount due</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
1/32	<p>A32.0 ADJUSTMENT TO THE CONTRACT VALUE</p> <p>Clause 32.0</p> <p>Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:</p> <p>"due to no fault of the contractor"</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

		Brought Forward	R
1/33	<p>A33.0 RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/34	<p>A34.0 FINAL ACCOUNT AND FINAL PAYMENT</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"</p> <p>Clause 34.13 is amended by replacing "seven (7) calender days" with "twenty-one (21) calender days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/35	<p>A35.0 PAYMENT TO OTHER PARTIES</p> <p>Clause 35.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
		Carried Forward	R
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
	<u>CANCELLATION</u>		
1/36	<p>A36.0 CANCELLATION BY EMPLOYER - CONTRACTOR'S DEFAULT</p> <p>Clause 36.0</p> <p>Clause 36.1 is amended by the addition of the following clauses:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer"</p> <p>Clause 36.0 is amended by the addition of the following clause:</p> <p>36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward	R	
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	Brought Forward		R
1/37	<p>A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90) with "one hundred and twenty (120)"</p> <p>Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/38	<p>A38.0 CANCELLATION BY CONTRACTOR - EMPLOYER'S DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	Carried Forward		R
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	Brought Forward	R	
1/39	<p>A39.0 CANCELLATION - CESSATION OF THE WORKS</p> <p>Clause 39.0</p> <p>Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>DISPUTE</u></p>		Item
1/40	<p>A40.0 DISPUTE SETTLEMENT</p> <p>Clause 40.0</p> <p>Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"</p> <p>Clause 40.6 is amended by removing the reference to:</p> <p>No clause</p> <p>Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p><u>SUBSTITUTE PROVISIONS</u></p>		Item
1/41	<p>A41.0 STATE CLAUSES</p> <p>Clause 41.0</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	Carried Forward	R	
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		Brought Forward	R
	<u>CONTRACT VARIABLES</u>		
1/42	THE SCHEDULE (DPW-04EC) Clause 42.0 Tenderers are referred to the Contract Data (DPW-04EC) for variables pertaining to this contract		Item
	<u>SECTION B - JBCC PRELIMINARIES</u>		
	<u>B1.0 DEFINITIONS AND INTERPRETATION</u>		
1/43	B1.1 Definition and interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed: _____ Value: _____ Time: _____		Item
	<u>B2.0 DOCUMENTS</u>		
1/44	B2.1 Checking of documents Fixed: _____ Value: _____ Time: _____		Item
1/45	B2.2 Provisional bills of quantities YES Fixed: _____ Value: _____ Time: _____		Item
1/46	B2.3 Availability of construction documentation. Bills of Quantities only. Fixed: _____ Value: _____ Time: _____		Item
1/47	B2.4 Interest of agents Fixed: _____ Value: _____ Time: _____		Item
1/48	B2.5 Priced documents Fixed: _____ Value: _____ Time: _____		Item
		Carried Forward	R
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	Brought Forward		R
1/49	B2.6 Tender submission Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)" Fixed: _____ Value: _____ Time: _____	Item	
	<u>B3.0 THE SITE</u>		
1/50	B3.1 Defined works area is the existing Needs Camp SAPS site approximately 30km from East London in the Eastern Cape. Fixed: _____ Value: _____ Time: _____	Item	
1/51	B3.2 Geotechnical investigation N/A Fixed: _____ Value: _____ Time: _____	Item	
1/52	B3.3 Inspection of the site Fixed: _____ Value: _____ Time: _____ No claims for extras arising from the contractor having failed to comply with this clause will be entertained	Item	
1/53	B3.4 Existing premises occupied. The premises is occupied and operational on a daily basis. Fixed: _____ Value: _____ Time: _____	Item	
1/54	B3.5 Previous work - dimensional accuracy Fixed: _____ Value: _____ Time: _____	Item	
1/55	B3.6 Previous work - defects Fixed: _____ Value: _____ Time: _____	Item	
1/56	B3.7 Services - known Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward		R
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	Brought Forward		R
1/57	B3.8 Services - unknown. There is no information available with regards to the existing services on site, the contractor should take care not to damage any of the existing services during construction, the cost of repairs to existing services damaged during the works will be for the account of the contractor.		
	Fixed: _____ Value: _____ Time: _____	Item	
1/58	B3.9 Protection of trees		
	Fixed: _____ Value: _____ Time: _____	Item	
1/59	B3.10 Articles of value		
	Fixed: _____ Value: _____ Time: _____	Item	
1/60	B3.11 Inspection of adjoining properties		
	Fixed: _____ Value: _____ Time: _____	Item	
	<u>B4.0 MANAGEMENT OF CONTRACT</u>		
1/61	B4.1 Management of the works		
	Fixed: _____ Value: _____ Time: _____	Item	
1/62	B4.2 Programme for the works		
	Fixed: _____ Value: _____ Time: _____	Item	
1/63	B4.3 Progress meetings		
	Fixed: _____ Value: _____ Time: _____	Item	
1/64	B4.4 Technical meetings		
	Fixed: _____ Value: _____ Time: _____	Item	
1/65	B4.5 Labour and plant records		
	Fixed: _____ Value: _____ Time: _____	Item	
	Carried Forward		R
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		Brought Forward	R
	<u>B5.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</u>		
1/66	B5.1 Samples of materials Fixed: _____ Value: _____ Time: _____		Item
1/67	B5.2 Workmanship samples Fixed: _____ Value: _____ Time: _____		Item
1/68	B5.3 Shop drawings Fixed: _____ Value: _____ Time: _____		Item
1/69	B5.4 Compliance with manufacturers' instructions Fixed: _____ Value: _____ Time: _____		Item
	<u>B6.0 TEMPORARY WORKS AND PLANT</u>		
1/70	B6.1 Deposits and fees Fixed: _____ Value: _____ Time: _____		Item
1/71	B6.2 Enclosure of the works Fixed: _____ Value: _____ Time: _____		Item
1/72	B6.3 Advertising Fixed: _____ Value: _____ Time: _____		Item
1/73	B6.4 Plant, equipment , sheds and offices Fixed: _____ Value: _____ Time: _____		Item
1/74	B6.5 Main notice board N/A Fixed: _____ Value: _____ Time: _____		Item
1/75	B6.6 Subcontractors notice board N/A Fixed: _____ Value: _____ Time: _____		Item
	Carried Forward		R
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		Brought Forward	R
	<u>B7.0 TEMPORARY SERVICES</u>		
1/76	B7.1 Location Fixed: _____ Value: _____ Time: _____		Item
1/77	B7.2 Water Fixed: _____ Value: _____ Time: _____		Item
1/78	B7.3 Electricity Fixed: _____ Value: _____ Time: _____		Item
1/79	B7.4 Telecommunication facilities Fixed: _____ Value: _____ Time: _____		Item
1/80	B7.5 Ablution facilities Fixed: _____ Value: _____ Time: _____		Item
	<u>B8.0 PRIME COST AMOUNTS</u>		
1/81	B8.1 Responsibility for prime cost amounts Fixed: _____ Value: _____ Time: _____		Item
	<u>B9.0 ATTENDANCE ON N/S SUBCONTRACTORS</u>		
1/82	B9.1 General attendance Fixed: _____ Value: _____ Time: _____		Item
1/83	B9.2 Special attendance Fixed: _____ Value: _____ Time: _____		Item
1/84	B9.3 Commissioning - fuel, water and power Fixed: _____ Value: _____ Time: _____		Item
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	Brought Forward		R	
	<u>B10.0 FINANCIAL ASPECTS</u>			
1/85	B10.0 Statutory taxes, duties and levies Fixed: _____ Value: _____ Time: _____	Item		
1/86	B10.2 Payment of preliminaries Fixed: _____ Value: _____ Time: _____	Item		
1/87	B10.3 Adjustment of preliminaries Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities / lump sum document" Fixed: _____ Value: _____ Time: _____	Item		
1/88	B10.4 Payment certificate cash flow Fixed: _____ Value: _____ Time: _____	Item		
	<u>B11 GENERAL</u>			
1/89	B11.1 Protection of the works Fixed: _____ Value: _____ Time: _____	Item		
1/90	B11.2 Protection/isolation of existing/sectionally occupied works Fixed: _____ Value: _____ Time: _____	Item		
1/91	B11.3 Security of the works Fixed: _____ Value: _____ Time: _____	Item		
1/92	B11.4 Notice before covering work Fixed: _____ Value: _____ Time: _____	Item		
1/93	B11.5 Disturbance Fixed: _____ Value: _____ Time: _____	Item		
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Needs Camp SAPS
 Installation of New Conservancy Tank, Upgrading of Parking
 PEQ 05/2021
 WCS 055642

		Brought Forward	R	
1/94	B11.6 Environmental disturbance Fixed: _____ Value: _____ Time: _____			Item
1/95	B11.7 Works cleaning and clearing Fixed: _____ Value: _____ Time: _____			Item
1/96	B11.8 Vermin Fixed: _____ Value: _____ Time: _____			Item
1/97	B11.9 Overhand work Fixed: _____ Value: _____ Time: _____			Item
1/98	B11.10 Instruction manuals and guarantees Fixed: _____ Value: _____ Time: _____			Item
1/99	B11.11 As built information Fixed: _____ Value: _____ Time: _____			Item
1/100	B11.12 Tenant installations Fixed: _____ Value: _____ Time: _____			Item
		Carried Forward	R	
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	Brought Forward	R	
	B12 SCHEDULE OF VARIABLES		
1/101	<p>B12.1 Schedule of variables</p> <p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries.</p> <p>Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>12.1 PRE-TENDER INFORMATION</p> <p>12.1.1 Provisional bills of quantities [2.2] The quantities are provisional YES</p> <p>12.1.2 Availability of construction documentation [2.3] Construction documentation is complete - Bills of Quantities Only</p> <p>12.1.3 Interests of agents [2.4] Details: The professional team has no financial interest in this contract</p> <p>12.1.4 Defined works area [3.1] The works area is confined to Needs Camp SAPS site in the Eastern Cape</p> <p>12.1.5 Geotechnical investigation [3.2] Details: No Geotechnical investigation was carried out.</p> <p>12.1.6 Existing premises occupied [3.4] Specific requirements: The existing premises are occupied and tenderer's should take cognosence thereof when pricing this document.</p> <p>12.1.7 Previous work - dimensional accuracy [3.5] Details: The accuracy of the existing building work is accepted</p> <p>12.1.8 Previous work - defects [3.6] Details: The defects are accepted</p>	Item	
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<p style="text-align: right;">Brought Forward</p> <p>12.1.9 Service - known [3.7] Details: The services that are known and can be pointed out to the successful tenderer at the Site Handover Meeting</p> <p>12.1.10 Protection of trees [3.9] Specific requirements: There are two Milkwood trees in close proximity of the works that need to be protected at all times. The Contractor shall allow for the fencing off of both trees</p> <p>12.1.11 Inspection of adjoining properties [3.11] Specific requirements: None</p> <p>12.1.12 Enclosure of the works [6.2] Specific requirements: The Contractor is to safely close-off the areas where construction is taking place as to ensure the safety of pupils and staff during all hours</p> <p>12.1.13 Offices [6.4.3] Specific requirements:The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair. The office shall be kept clean and fit for use at all times.</p> <p>12.1.14 Main notice board [6.5] Specific requirements: N/A</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, per typical drawing no. W503 attached to these Bills of Quantities, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA, painted sans serif lettering.</p> <p>The notice board for the EPWP is also to be erected in accordance with the forgoing board.</p>	<p>R</p>
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12.1.15 Subcontractors notice board			
[6.6]	A notice board is required	NO	
	Specific requirements:	NONE	
12.1.16 Water			
[7.2]	Option A (by contractor)	YES	
	Option B (by employer - free of charge)	NO	
	Option C (by employer - metered)	NO	
12.1.17 Electricity			
[7.3]	Option A (by contractor)	YES	
	Option B (by employer - free of charge)	NO	
	Option C (by employer - metered)	NO	
12.1.18 Telecommunications			
[7.4]	Telephone	YES	
	Facsimile	No	
	E-mail	YES	
12.1.19 Ablution facilities			
[7.5]	Option A (by contractor)	YES	
	Option B (by employer)	NO	
12.1.20 Protection of existing/sectionally occupied works			
[11.2]	Protection is required	YES	
12.1.21 Special attendance			
[9.2]	Subcontractor (1) details:	N/A	
	Subcontractor (2) details:	N/A	
	Subcontractor (3) details:	N/A	
	Subcontractor (4) details:	N/A	

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<p>12.1.22 Protection of the works [11.1] Specific requirements: None</p> <p>12.1.23 Disturbance [11.5] Specific requirements:</p> <p style="padding-left: 40px;">The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</p> <p>12.1.24 Environmental disturbance [11.6] Specific requirements: NONE</p> <p>12.2 POST-TENDER INFORMATION</p> <p>12.2.1 Payment of preliminaries [10.2] Option A (prorated) YES / NO</p> <p style="padding-left: 40px;">Option B (calculated) YES / NO</p> <p>12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) YES / NO</p> <p style="padding-left: 40px;">Option B (detailed breakdown) YES / NO</p> <p>12.2.3 Additional agreed preliminaries Items Details:</p> <p><u>SECTION C - SPECIFIC PRELIMINARIES</u></p> <p>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</p>		
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	Brought Forward	R	
1/102	<p>C1 CONTRACT DRAWINGS N/A</p> <p>The drawings issued with this tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/103	<p>C2 PREAMBLES</p> <p>The document " Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za under "Consultants Guidelines") and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used</p> <p>The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and bills of quantities.</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/104	<p>C3 TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
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	Brought Forward		R
1/105	<p>C4 IMPORTED MATERIALS AND EQUIPMENT</p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)</p> <p>Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/106	<p>C5 VIEWING THE SITE IN SECURITY AREAS</p> <p>The site is situated in a security area and the tenderer must arrange with the responsible officer of Correctional Services to obtain permission to enter the site for tendering purposes</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/107	<p>C6 COMMENCEMENT OF WORKS IN SECURITY AREAS</p> <p>As the works falls within a security area the contractor must give the unit commander or other responsible officer notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/108	<p>C7 ENTRANCE PERMITS TO SECURITY AREAS</p> <p>As the works falls within a security area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
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	Brought Forward		R
1/109	<p>C8 SECURITY CHECK OF PERSONNEL</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
1/110	<p>C9 PROHIBITION ON TAKING PHOTOGRAPHS</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value: _____ Time: _____</p>	Item	
	<p>C10 HIV/AIDS AWARENESS N/A</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regards shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>		
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		Brought Forward	R
1/111	<p>C10.1 AWARENESS CHAMPION N/A</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/112	<p>C10.2 AWARENESS WORKSHOPS N/A</p> <p>Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/113	<p>C10.3 POSTERS, BOOKLETS, VIDEOS, ETC. N/A</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the contract period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/114	<p>C10.4 ACCESS TO CONDOMS N/A</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
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1/115	<p>C10.5 MONITORING N/A</p> <p>Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/116	<p>C11 OCCUPATIONAL HEALTH AND SAFETY ACT</p> <p>The contractor shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act no 85 of 1993).</p> <p>The contractor shall comply with all the requirements set out for compliance with COVID regulations.</p> <p>It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this section of the Bills of Quantities.</p> <p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Preparation of the Contractor's site specific Health and Safety Plan Item 1</p> <p>Fixed: _____ Value: _____ Time: _____</p> <p>Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations Item 1</p>		
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Fixed: _____ Value: _____ Time: _____		
Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations Months 6		
Fixed: _____ Value: _____ Time: _____		
Provision of Personal Protective Equipment (PPE)		
(a) Reflective vests No 12		
Fixed: _____ Value: _____ Time: _____		
(b) Hard hats No 12		
Fixed: _____ Value: _____ Time: _____		
(c) Protective foot wear No 12		
Fixed: _____ Value: _____ Time: _____		
(d) Earplugs No 60		
Fixed: _____ Value: _____ Time: _____		
(e) Dust masks No 120		
Fixed: _____ Value: _____ Time: _____		
(f) Gloves No 30		
Fixed: _____ Value: _____ Time: _____		
(g) High visibility overalls to SARTSM Chapter 13 Level 3 No 12		
Fixed: _____ Value: _____ Time: _____		
(h) Ear Defenders SABS Approved		
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No 2		
Fixed: _____ Value: _____ Time: _____		
Provision of a full time Construction Health and Safety Officer Months 6		
Fixed: _____ Value: _____ Time: _____		
Cost of Medical Certificates and Medical Surveillance		
(a) Initial baseline medical examinations		
No 12		
Fixed: _____ Value: _____ Time: _____		
(b) Periodic and exit examinations		
No 8		
Fixed: _____ Value: _____ Time: _____		
Induction Training		
No 6		
Fixed: _____ Value: _____ Time: _____		
Environmental Monitoring		
(a) Air Sampling insitu		
No		
Fixed: _____ Value: _____ Time: _____		
(b) Analysing Samples		
No		
Fixed: _____ Value: _____ Time: _____		
(c) Tests on Workers		
No		
Fixed: _____ Value: _____ Time: _____		
Noise Monitoring per item of equipment or plant		
(a) Establishing of noise zones (plant)		
	Carried Forward	R
Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth		

1/117	<p style="text-align: right;">Brought Forward</p> <p>C12 IMPLEMENTATION OF LABOUR INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</p> <p>The contractor shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Works for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The contractor shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the principal agent within 28 calendar days</p> <p>The contractor shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>	R	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
1/118	<p>C13 EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) INFRASTRUCTURE PROJECTS: NATIONAL YOUTH SERVICE (NYS) N/A</p> <p>The contractor shall comply with Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) as attached to these bills of quantities</p> <p>The contractor shall identify a minimum of youth workers from a priority list, and shall employ them at the statutory labour rates for a minimum period and train them as per aforementioned specification and as elsewhere measured in these bills of quantities</p> <p>The contractor shall liaise and co-ordinate with the employer and the EPWP Training Service Provider with regard to the priority list, the selection of youth workers, and the employment and training of the identified youth workers</p> <p>The contractor shall avail the services of an adequately qualified foreman specifically for the EPWP- NYP youth workers, to act as their construction supervisor. The foreman will be responsible for continually monitoring the progress of the youth workers and for addressing questions and issues that may arise from the youth workers</p> <p>Separate items which will be subject to re-measurement, have been included elsewhere in these bills of quantities to cover the direct costs associated with the employment and training of youth workers. Any additional requirements in respect of the aforementioned specification are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
1/119	<p>C14 USE OF LOCAL SMME's</p> <p>It is the requirement of the employer that the contractor enhances the use of local Small, Micro and Medium Enterprises (SMME's) involved in the project. This is required to be done through the use of both traditional building techniques and labour intensive construction techniques careful and considered construction planning</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p style="padding-left: 40px;">(a) SMME's involvement of at least 5% of the contract value to be</p>	Item	
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
	<p>CIDB Grade 4 with max. value range of R 4,000,000 30%</p> <p>Failure to achieve the above-mentioned 30% SMME participation goal shall result in a penalty of 3% of the contract value to be deducted by the Employer</p> <p>The contractor must provide proof of agreements reached with SMME's from a list of SMME's provided by the department. These agreements are to be provided at the closing date of the tender and will form part of the contractors responsiveness criteria.</p> <p>The contractor must provide all the necessary proof and documentation that the 30% SMME's participation goals have been reached.</p> <p>All costs in complying with the above-mentioned requirements must be priced under this item, no additional claims whatsoever shall be entertained with regards to the above-mentioned requirements.</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
1/120	<p>C15 USE OF LOCAL BUILDING MATERIALS</p> <p>Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:</p> <p>(a) Such materials comply in all respects with the specific requirements of PW371</p> <p>(b) The availability of such materials shall not adversely affect the desired progress of the specific works</p> <p>(c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof</p> <p>(d) Materials of at least 10% of the contract value to be sourced from within 50km of the project site</p> <p>(e) Material of at least 20% of the contract value to be sourced from within 400km of the project site</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>		Item
	Carried Forward	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

	Brought Forward	R	
1/121	<p>C16 : EXPANDED PUBLIC WORKS PROGRAMME (EPWP)</p> <p>The contractor shall comply with all the requirements of the "Code of Good Practice for Employments and Conditions of Work for Special Public Works Programme" issued in terms of the "Basic Conditions of Employment Act, 1997 (Act No 75 of 1997)" and the related "Ministerial Determination", for the employment of locally employed temporary workers on a labour-intensive infrastructure project under the Expanded Public Works Programme (EPWP)</p> <p>The contractor shall enter into an employment agreement with all workers and provide certified copies of such agreements and identity documents of the workers to the principal agent within 28 calendar days.</p> <p>The contractor shall maintain daily records with regard to the workers employed and shall, on monthly basis, submit a report to the principal agent in the prescribed format. Compulsory indicators such as the project budget, actual project expenditure, number of job opportunities created, demographic characteristics of workers employed, minimum daily wage rate, number of person-days of employment created and number of training person-days, shall be included in the said report all as defined in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)"</p> <p>Provision for pricing of compliance with the aforementioned is made under this clause and it is explicitly pointed out that all requirements in respect of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained</p> <p>Fixed: _____ Value: _____ Time: _____</p>		
	Carried to Summary	R	
	<p>Bill No. 1 Preliminaries Professional Services National Department of Public Works - Port Elizabeth</p>		

Needs Camp SAPS
 Installation of New Conservancy Tank, Upgrading of Parking
 PEQ 05/2021
 WCS 055642

Item No		Quantity	Rate	Amount
	<u>BILL No. 2</u>			
	<u>ALTERATIONS</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>REMOVAL OF EXISTING WORK</u>			
	<u>Breaking up and removing mass concrete:</u>			
2/1	Surface beds and slabs	m3	4	
2/2	Strip footings and foundations	m3	1	
	<u>Taking out and removing pre-cast concrete, clean and store on site for re-installation (re-installation elsewhere):</u>			
2/3	Kerbing	m	100	
	<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>			
2/4	Concrete roof tile covering from timber work to remain	m2	1	
	<u>Taking out and removing glass and mirrors</u>			
2/5	Glass from steel windows including cleaning out rebates and preparing for new glass	m2	1	
	Carried to Summary			
	Bill No. 2 Alterations Professional Services National Department of Public Works - Port Elizabeth		R	

Item No	Quantity	Rate	Amount
<u>BILL No. 3EARTHWORKS</u>			
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
<u>SUPPLEMENTARY PREAMBLES</u>			
<u>Proprietary items or materials</u>			
Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works			
<u>Nature of material to be excavated</u>			
The material to be excavated is assumed to be predominantly of a composition that will allow "soft excavation" as specified, but including a percentage of "intermediate excavation" and "hard rock excavation"			
<u>Carting away of excavated material</u>			
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site			
<u>BULK EXCAVATION, FILLING, ETC</u>			
<u>Digging up topsoil</u>			
3/1	Digging up topsoil to an average depth of 150mm and preserving for use of filling	m2	24
<u>Open face soft excavation over sloping site for roads and parking</u>			
3/2	Bulk excavation to reduce levels in road box	m3	131
Carried Forward			R
Bill No. 3 Earthworks Professional Services National Department of Public Works - Port Elizabeth			

Brought Forward			R
<u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u>			
<u>Soft excavation in earth not exceeding 2m deep</u>			
3/3	Holes for conservancy tanks	m3	48
<u>Soft excavation in earth exceeding 2m and not exceeding 4m deep</u>			
3/4	Holes for conservancy tanks	m3	12
<u>Extra over bulk excavations in earth for excavation in</u>			
3/5	Soft rock	m3	10
3/6	Hard rock	m3	16
<u>Extra over bulk excavations in earth for breaking up and removing</u>			
3/7	Brickwork	m3	1
3/8	Unreinforced concrete	m3	1
3/9	Reinforced concrete	m3	1
<u>Extra over all excavations for carting away</u>			
3/10	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	183
<u>Risk of collapse of excavations</u>			
3/11	Sides of bulk excavations exceeding 1,5m deep	m2	50
<u>Keeping excavations free from water</u>			
3/12	Keeping excavations free from mud and all water other than from subterranean sources	Item	
<u>FILLING, ETC</u>			
Carried Forward			R
Bill No. 3 Earthworks Professional Services National Department of Public Works - Port Elizabeth			

Brought Forward			R
<u>Earth filling G5 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
3/13	Under floors, etc	m3	7
3/14	150mm layers finished to falls and cross falls in road box	m3	3
<u>Earth filling G3 supplied by the contractor compacted to 98% Mod AASHTO density</u>			
3/15	Under floors, etc	m3	4
3/16	150mm layers finished to falls and cross falls in road box	m3	23
<u>Course river sand filling supplied by the contractor compacted in 150mm layers to 95% Mod AASHTO density</u>			
3/17	Backfilling to trenches, holes, stabilized with one bag of PPC cement per cubic metre of sand	m3	34
3/18	50mm thick dry, clean, washed riversand layer evenly spread over filling (elsewhere), leveled, watered and rammed to receive waterproof membrane (elsewhere) under solid floors.	m2	44
<u>Compaction of surfaces</u>			
3/19	Compaction of ground surface under floors, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	492
<u>PROTECTION AGAINST TERMITES</u>			
<u>Soil insecticide</u>			
3/20	Under floors, etc including forming and poisoning shallow furrows against foundation walls, etc and filling in furrows and ramming	m2	44
Carried to Summary			R
Bill No. 3 Earthworks Professional Services National Department of Public Works - Port Elizabeth			

Item No		Quantity	Rate	Amount
	<u>BILL No. 4</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill			
	Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill			
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
	<u>25 MPa/ 19mm Concrete poured around reinforcement:</u>			
4/1	Surface beds cast in panels on waterproofing	m3	6	
	<u>CONCRETE TESTING</u>			
4/2	Allow for all necessary concrete test cubes size 150 x 150 x 150mm cast from batches of concrete required for the entire contract as specified, made, stored, cured and tested in accordance with SABS Methods 861 and 863, including use of approved cube moulds, transporting to an approved testing laboratory for testing, paying all charges and submitting reports to the Head : Works		Item	
	<u>CONCRETE SUNDRIES</u>			
	<u>Finishing top surfaces of concrete smooth with a wooden float to a broom finish</u>			
4/3	Surface beds, slabs, etc.	m2	44	
	<u>FORMWORK (ROUGH FINISH) TO:</u>			
	Carried Forward			R
	Bill No. 4 Concrete, formwork and reinforcement Professional Services National Department of Public Works - Port Elizabeth			

Brought Forward					
	<u>Rough form work to sides</u>				R
4/4	Edges, risers, ends and reveals not exceeding 300mm high or wide.	m	35		
	<u>REINFORCEMENT</u>				
	<u>Fabric reinforcement</u>				
4/5	Type 245 mesh reinforcement in rete surface beds, slabs, etc.	m2	20		
4/6	Type 395 fabric reinforcement in concrete surface beds, slabs, etc.	m2	24		
	Carried to Summary				R
	Bill No. 4 Concrete, formwork and reinforcement Professional Services National Department of Public Works - Port Elizabeth				

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 5</u></p> <p><u>WATERPROOFING</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Waterproofing</u></p> <p>Waterproofing of roofs, basements, etc shall be laid under a twelve year maintenance free guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs</p> <p><u>DAMPPROOFING OF WALLS AND FLOORS</u></p> <p><u>WATERPROOFING TO ROOFS, BASEMENTS, ETC</u></p> <p><u>2mm Polyurethane waterproofing</u></p>			
5/1	<p>300mm Wide as a side wall flashing fixed on concrete roof tile and face bricks</p>	m2	12	
	Carried Forward			R
	<p>Bill No. 5 Waterproofing Professional Services National Department of Public Works - Port Elizabeth</p>			

Brought Forward			R
<u>Soudal Fix all polyurethane flexible sealant</u>			
5/2	Joints between wall & window frame including cleaning out joint as necessary.	m	38
<u>One layer of 250 micron USB green waterproof sheeting sealed at laps with pressure sensitive tape</u>			
5/3	Under surface beds	m2	44
Carried to Summary			R
Bill No. 5 Waterproofing Professional Services National Department of Public Works - Port Elizabeth			

Item No	Quantity	Rate	Amount
<p><u>BILL No. 6</u></p> <p><u>ROOF COVERINGS, ETC.</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>Fixing</u></p> <p>Fixing shall be done according to SABS 1200HB with minimum 225mm end laps</p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 6 Roof Coverings, Etc Professional Services National Department of Public Works - Port Elizabeth</p>			R

	Brought Forward			R
	<p><u>General</u></p> <p>Description of roof coverings, etc. shall be deemed to include for straight and raking cutting, notches, lapping, sealing strips, holes for fixing, fixing accessories, forming drips and closed ends to troughs, flashings, etc.</p> <p>The descriptions of accessories such as closers, ridges and hip coverings, flashings, etc. shall be deemed to include for fixing, notches, ends, angles and intersections, etc.</p> <p>All work must be done and all fixing accessories, sealing, etc. must be in strict accordance with the manufacturer's specifications and prices are to include therefore.</p> <p>All roof coverings, etc. and fittings are measured, net and prices are to include for lapping.</p> <p><u>TILES</u></p> <p><u>"Marley Double Roman" concrete tiles nailed with non-corrosive tile nails to and including 38 x 38 mm sawn softwood battens at 345 mm centres and woven underlay.</u></p>			
6/1	Roof covering with pitch of 30 degrees.	m2	1	
	Carried to Summary			R
	Bill No. 6 Roof Coverings, Etc Professional Services National Department of Public Works - Port Elizabeth			

Item No	Quantity	Rate	Amount			
<p><u>BILL No. 7</u></p> <p><u>PLUMBING AND DRAINAGE</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated</p> <p>Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p>All pipe diameters are nominal external</p> <p><u>uPVC pipes and fittings:</u></p> <p>Soil, waste and vent pipes and fittings shall be solvent weld jointed</p> <p><u>uPVC pressure pipes and fittings:</u></p> <p>Pipes for water supply shall be of the class stated</p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 7 Plumbing and Drainage Professional Services National Department of Public Works - Port Elizabeth</p>						
		R				

<p style="text-align: center;">Brought Forward</p> <p>Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings</p> <p>Pipes of 50mm diameter and greater shall have sockets and spigots with push in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained</p>				<p>R</p>
<p style="text-align: center;">Carried Forward</p> <p>Bill No. 7 Plumbing and Drainage Professional Services National Department of Public Works - Port Elizabeth</p>				<p>R</p>

<p>Brought Forward</p> <p><u>Exposed concrete surfaces</u></p> <p>Exposed surfaces of concrete stormwater channels, cover slabs, inspection eye marker slabs, gully tops, cleaning eye tops, catchpits, inspection chambers, etc shall be finished smooth with plaster</p> <p><u>Excavations</u></p> <p>No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling</p> <p>"Soft rock" and "hard rock" shall be as defined in "Earthworks"</p> <p><u>Laying, backfilling, bedding, etc. of pipes</u></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions</p> <p>Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium-pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding</p> <p><u>Flush pans</u></p> <p>Flush pans shall have straight or side outlets and "P" or "S" traps as necessary</p> <p><u>Stainless steelbasins, sinks, wash troughs, urinals, etc.</u></p> <p>Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p>				<p>R</p>
<p>Carried Forward</p> <p>Bill No. 7 Plumbing and Drainage Professional Services National Department of Public Works - Port Elizabeth</p>				<p>R</p>

Brought Forward				R
<u>Waste unions</u>				
Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings				
<u>STORM WATER DRAINAGE</u>				
<u>Class 100D concrete pipes including trenches, backfill, class B bedding, etc.</u>				
7/1	450 mm Pipe in and including trenches exceeding 1 m and not exceeding 2 m deep	m	6	
<u>Sundries</u>				
7/2	Cut into existing catch pit for new 450mm diameter concrete storm water pipe	No	1	
7/3	Clean existing catch pit approximately 3m long x 0.8m wide x 1m deep	No	1	
<u>SOIL DRAINAGE</u>				
<u>uPVC underground pipes including excavations, bedding, backfill, etc.</u>				
7/4	110 mm Pipes vertically or ramped to cleaning eyes etc (no excavation)	m	8	
7/5	110mm Pipes laid in and including trenches not exceeding 1m deep	m	25	
7/6	110 mm Pipes laid in and including trenches exceeding 1m and not exceeding 2m deep	m	25	
<u>Extra over uPVC pipes for fittings</u>				
7/7	110 mm Bend	No	8	
7/8	110 mm Access bend	No	6	
7/9	110 mm Junction	No	6	
Carried Forward				R
Bill No: 7 Plumbing and Drainage Professional Services National Department of Public Works - Port Elizabeth				

Needs Camp SAPS
 Installation of New Conservancy Tank, Upgrading of Parking
 PEQ 05/2021
 WCS 055642

Brought Forward			R
7/10	110 mm Access junction	No	4
	<u>The following in making safe of existing conservancy tank</u>		
7/11	Filling of existing conservancy tank with excavated material	m3	8
	<u>The following in new conservancy tank</u>		
7/12	6000L Eco conservancy tank installed strictly in accordance with the manufacturers specifications, including filling with water when backfilling and emptying upon completion of installation and including commissioning of tank.	No	2
7/13	600mm Lid extensions	No	4
	<u>Sundries</u>		
7/14	Unreinforced concrete encasing to horizontal pipe	m3	1
7/15	Unreinforced concrete encasing to vertical pipe	m3	1
7/16	100mm Cast iron ABC straight or bent rodding eye with removable cover joined to 110mm uPVC pipe and set in concrete surround	No	4
7/17	Cutting into side of existing sewer inspection chamber for and connecting 160mm pipe including making good concrete benching	No	1
7/18	Testing drainage pipe system		Item
Carried to Summary			R
Bill No. 7 Plumbing and Drainage Professional Services National Department of Public Works - Port Elizabeth			

Item No	Quantity	Rate	Amount
<p><u>BILL No. 8</u></p> <p><u>ELECTRICAL WORK</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>PREAMBLES</u></p> <p>All equipment, electrical materials or methods of installation shall comply fully with SABS 0142-1 as published December 2001</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The descriptions of items in this section is abbreviated descriptions of the work to be done and of the materials to be used, the tenderer are therefore referred to the full specifications for the full descriptions and complete specifications</p> <p><u>Proprietary Items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>ELECTRICAL INSTALLATION</u></p> <p><u>Schedule of information</u></p> <p>Tenderers are advised that information schedules are included with the project specifications. These schedules must be completed and submitted with the Tenders.</p> <p style="text-align: right;">Carried Forward</p> <p>Bill No. 8 Electrical Work Professional Services National Department of Public Works - Port Elizabeth</p>			R

<p style="text-align: center;">Brought Forward</p> <p><u>Labelling & Colour Coding</u></p> <p>The cost of labelling and colour coding must be included within the prices of the respective equipment.</p> <p><u>Fixing of conduits</u></p> <p>The fixing of conduits shall be as follows</p> <ul style="list-style-type: none"> a) Build in conduits in wall chases with cement mortar and clamps b) Fix conduits on wall surfaces and in roof spaces with approved saddles c) Cast conduit in concrete surface beds or slabs d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles <p><u>Chasing</u></p> <p>All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with mortar once the conduits are in position</p> <p>Chasing and making good have not been measured separately and shall be deemed to be included in the descriptions of conduiting</p> <p><u>Laying of electric cables</u></p> <p>Excavate 600mm below finished ground level</p> <p>Encase the installed cable in river sand or sifted sand</p> <p style="text-align: center;">Carried Forward</p> <p>Bill No. 8 Electrical Work Professional Services National Department of Public Works - Port Elizabeth</p>	<p style="text-align: center; font-size: 2em;">R</p> <hr style="width: 100%;"/> <p style="text-align: center; font-size: 2em;">R</p>
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Brought Forward			R
	Mark the cable route with approved concrete cable markers		
<u>LIGHTING AND SMALL POWER</u>			
<u>Rigid PVC conduits</u>			
8/1	25mm Diameter	m	12
<u>CONDUIT BOXES AND FITTINGS</u>			
8/2	Deep round conduit box for 25mm diameter conduits	No	1
8/3	100 x 50 x 50mm Deep box	No	1
8/4	100 x 100 x 50mm Deep box	No	1
<u>uPVC trunking with cover fixed to brickwork</u>			
8/5	50x50mm "EGA-DUCT" trunking	m	12
<u>CONDUCTORS</u>			
<u>PVC insulated stranded copper conductors drawn into wireways</u>			
8/6	1,5mm ²	m	35
8/7	2,5mm ²	m	35
8/8	4mm ²	m	35
<u>LIGHT SWITCHES, SWITCHED SOCKET OUTLETS, ETC.</u>			
<u>Switches, etc complete with cover plates fixed in flush boxes</u>			
8/9	16A One-lever one-way switch	No	1
8/10	16A Three-pin switched socket outlet with two-pin switched socket	No	1
Carried Forward			R
Bill No. 8 Electrical Work Professional Services National Department of Public Works - Port Elizabeth			

Brought Forward			R
<u>LUMINAIRES AND EQUIPMENT</u>			
<u>Luminaires or equipment complete with lamps, connections etc mounted in position</u>			
8/11	LED Saturn 15W round bulkhead PLN 2x15W ES BLK FH203/04 with two Osram dulux star 14W E 27 840 bulbs (Rate Calculation)	No	2
8/12	New T8 Fluorescent Light Fitting including two 58w tubes (Rate Calculation)	No	2
<u>TESTING AND COMMISSIONING</u>			
8/13	Allow for testing, balancing and commissioning the complete electrical installation	Item	
Carried to Summary			R
Bill No. 8 Electrical Work Professional Services National Department of Public Works - Port Elizabeth			

Item No		Quantity	Rate	Amount
	<p><u>BILL No. 9</u></p> <p><u>GLAZING</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>GLAZING TO STEEL WITH PUTTY</u></p> <p><u>4mm Clear glass installed in steel frames with putty</u></p>			
9/1	Panels not exceeding 0,1m2.	m2	1	
	Carried to Summary			
	<p>Bill No. 9 Glazing Professional Services National Department of Public Works - Port Elizabeth</p>			R

Item No	Quantity	Rate	Amount
<p><u>BILL No. 10</u></p> <p><u>PAINTWORK</u></p> <p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>Tenderers are advised to study the Department of Public Works- Construction works: General Specification (PW371-A) and Construction works: Particular Specification (PW371-B) before pricing this bill</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Proprietary items or materials</u></p> <p>Proprietary items or materials where specified are to be of the brand specified - or other approved - by the Head: Works</p> <p><u>SABS Specifications</u></p> <p>Matt or eggshell decorative paint for interior works : SABS 515</p> <p>High gloss enamel paint : SABS 630 Grade I</p> <p>Oil gloss enamel paint : SABS 631</p> <p>Primers for wood for external work : SABS 678 Type I</p> <p>Primers for wood for internal work : SABS 678 Type III</p> <p>Zink chromate primers for steel : SABS 679 Type I</p> <p>Undercoats for paints (except emulsion paint) : SABS 681 Type I</p> <p>Aluminium paint : SABS 682 Grade II</p> <p>Roof paints : SABS 683 Type B</p> <p style="text-align: right;">Carried Forward</p>			
		R	
<p>Bill No. 10 Paintwork Professional Services National Department of Public Works - Port Elizabeth</p>			

Brought Forward				R
Structural steel paint : SABS 684 Type B				
Wash primer (metal etch) : SABS 723				
Varnish for interior use : SABS 887 Type I				
Emulsion paints : SABS 1586				
<u>PAINTWORK, ETC TO PREVIOUSLY PAINTED AREAS</u>				
<u>ON FLOATED PLASTER</u>				
<u>Prepare stop and apply, one undercoat and two coats "Velvagio" interior quality polyurethane paint:</u>				
10/1	On internal walls.	m2	212	
<u>Prepare stop and apply, one undercoat and two coats "Kitchens & Bathrooms" premium quality water-based enamel paint:</u>				
10/2	On internal walls.	m2	46	
<u>ON PLASTER BOARD</u>				
<u>One coat sealer/undercoat and two coats "Plascon Super Acrylic PVA (EPL)" paint</u>				
10/3	On ceilings	m2	115	
<u>ON FIBRE CEMENT</u>				
<u>One coat sealer/undercoat and two coats "Plascon Super Acrylic PVA (EPL)" paint</u>				
10/4	On fascias and barge boards	m2	23	
<u>ON METAL</u>				
Carried Forward				R
Bill No. 10 Paintwork Professional Services National Department of Public Works - Port Elizabeth				

Brought Forward			R
	<u>One coat galvanised iron cleaner (GIC1), one coat Professional galvanised iron primer (PP1000) and two coats "Plascon Velvaco Polyurethane Velvet Enamel VLO" on :-</u>		
10/5	On galvanised pressed steel doors and frames	m2	18
	<u>ON WOOD</u>		
	<u>One coat "Spick & Span Oil Based Wood Primer (UC2)" under coat and two coats "Plascon Velvaco Polyurethane Velvet Enamel (VLO)" paint.</u>		
10/6	On doors	m2	32
Carried to Summary			R
Bill No. 10 Paintwork Professional Services National Department of Public Works - Port Elizabeth			

Item No		Quantity	Rate	Amount
	<u>BILL 7 SITE WORKS</u>			
	<u>LANDSCAPING ETC</u>			
	<u>Topsoil or garden soil supplied by the contractor</u>			
11/1	Over site in 100mm thick layer levelled and prepared to receive grass	m3	8	
	<u>Grassing of sods approximately 300 x 500 x 100mm thick</u>			
11/2	Local Kikuyu or other approved grass, planted, watered, fertilised, weeded and mowed as required until full cover has been obtained	m2	50	
11/3	Planting of Portulacaria afra (spekboom) in previous garden area (Rate Calculation)	No	50	
	<u>ROAD WORKS (ROADS, PARKING, ASSEMBLY AREA AND WALKWAYS)</u>			
	<u>Paving in roads and parking area</u>			
11/4	Paving in SA class 25 (complying to SABS 1058/1985), 80mm thick double zig zag interlocking blocks laid horizontally all to even falls on and including 25mm sand bed, jointing in sand (SABS 1200MJ), preparation of ground or filling, insecticide, herbicide, etc.	m2	20	
	<u>Precast concrete finished smooth on exposed surfaces including bedding, jointing and pointing</u>			
11/5	Kerb (SABS 927 fig. 6) with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint	m	95	
11/6	Kerb (SABS 927 fig. 6) circular on plan exceeding 2m radius with 15 Mpa un reinforced continuous bedding and 150 x 150 x 300mm 15 Mpa un reinforced concrete haunching at the back of each joint.	m	8	
	Carried Forward			R
	Bill No. 11 Siteworks Professional Services National Department of Public Works - Port Elizabeth			

Brought Forward			R
<u>SIGNWRITING</u>			
<u>Road marking paint on concrete</u>			
11/7	Line 100mm wide	m	145
11/8	Numeral or letter 150mm high	No	22
11/9	Traffic arrow 800 x 200 mm wide extreme	No	2
Carried to Summary			R
Bill No. 11 Siteworks Professional Services National Department of Public Works - Port Elizabeth			

Needs Camp SAPS
 Installation of New Conservancy Tank, Upgrading of Parking
 PEQ 05/2021
 WCS 055642

Bill No	FINAL SUMMARY	Page No	Amount
1	Preliminaries	44	
2	Alterations	45	
3	Earthworks	48	
4	Concrete, formwork and reinforcement	50	
5	Waterproofing	52	
6	Roof Coverings, Etc	54	
7	Plumbing and Drainage	59	
8	Electrical Work	63	
9	Glazing	64	
10	Paintwork	67	
11	Siteworks	69	
	Sub Total		R
	Value Added Tax (15%)		R
	Carried to Form of Tender		R
	Professional Services		
	National Department of Public Works - Port Elizabeth		

T2.2 Returnable Documents required for tender evaluation purposes

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)		
Bid no:	PEQ05/2021	Reference no:	14/1/3/1/6425/6579

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.



¹ "State" means –

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

² "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....
.....

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

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

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

3.9.1 If so, furnish particulars.
.....
.....

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



evaluation and or adjudication of this bid?

YES NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES NO

3.11.1 If so, furnish particulars:

.....
.....

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

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

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

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

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



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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)		
Bid no:	PEQ05/2021	Reference no:	14/1/3/1/6425/6579

INTRODUCTION

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

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



Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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



Certification of Independent Bid Determination: PA-29

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No



Certification of Independent Bid Determination: PA-29

89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position
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PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
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4			
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13			
14			



15			
16			
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19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
1			
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14			
15			

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

Note:

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

ENTERPRISE STAMP

Blank area for ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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



B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position In the Enterprise)
and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
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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 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).

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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

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

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

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



Preference Points Claim for Bids: PA-16

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

2. DEFINITIONS

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

Preference Points Claim for Bids: PA-16

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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 Use

Effective date April 2017

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Preference Points Claim for Bids: PA-16

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

Preference Points Claim for Bids: PA-16

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

Preference Points Claim for Bids: PA-16

.....

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

Project title:	SAPS: EASTERN CAPE: NEEDS CAMP : CONSERVANCY TANK AND OTHER RENOVATIONS (WCS 055642)		
Tender / quotation no:	PEQ05/2021	Closing date:	08/06/2021
Advertising date:	25/05/2021	Validity period:	56 days

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

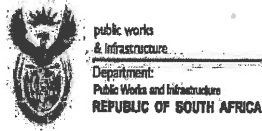
1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date



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

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

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 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>
Plastic Pipes _____	100%
Cables _____	90%
Valve _____	70%
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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION



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

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

(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:isp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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



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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No: PEQ05/2021

(C2) Tender description:

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content: 90%

SAPS: EASTEN CAPE: NEEDS CAMP: CONSERVANCY TANK AND OTHER RENOVATIONS

Cables

Pula

EU

GBP

Notes: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Item 11, Pg 87								25			
								40			
								38			

Signature of tenderer from Annex B

Date:

(C20) Total tender value
 (C21) Total Exempt imported content
 (C22) Total Tender value net of exempt imported content
 (C23) Total imported content
 (C24) Total local content
 (C25) Average local content % of tender

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No: PEQ05/2021

(C2) Tender description: SAPS; EASTERN CAPE: NEEDS CAMP; CONSERVANCY TANK AND OTHER RENOVATIONS

(C3) Designated product(s): Steel

(C4) Tendering Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate: 100%

(C7) Specified local contents:

Note: VAT to be excluded from all calculations

Pula EU GBP

Tender Item no's (C8)	List of items (C9)	Calculation of local content				Local content % (per item) (C15)	Tender summary												
		Tender price - each (excl VAT) (C10)	Exempted imported value (C11)	Tender value net of exempted imported content (C12)	Imported value (C13)		Local value (C14)	Tender Qty (C16)	Total tender value (C17)	Total exempted Imported content (C18)	Total Imported content (C19)								
											3								
											4								
											1								

Signature of tenderer from Annex B

Date:

(C20) Total tender value
(C21) Total Exempt Imported content
(C22) Total Tender value net of exempt Imported content
(C23) Total Imported content
(C24) Total local content
(C25) Average local content % of tender

Annex C

Local Content Declaration - Summary Schedule

- (C1)
- (C2)
- (C3)
- (C4)
- (C5)
- (C6)
- (C7)

Tender No. **PEQ05/2021**
 Tender description: **SAPS; EASTERN CAPE: NEEDS CAMP; CONSERVANCY TANK AND OTHER RENOVATIONS**
 Designated product(s): **Valve Products & Actuators**
 Tender Authority:
 Tendering Entity name:
 Tender Exchange Rate: **70%**
 Specified local content:

Pula EU GBP

Note: VAT to be excluded from all calculations

Tender item no's	List of items	Calculation of local content				Tender summary					
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								1			
								3			
								1			

(C20) Total tender value
 (C21) Total Exempt imported content
 (C22) Total Tender value net of exempt imported content
 (C23) Total imported content
 (C24) Total local content
 (C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. ... PEQ05/2021

(C2) Tender description: SAPS: GATERNCAPIEEDS CAMP

(C3) Designated product(s): Plastic Pipes

(C4) Tender Authority: NDRPW

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content: 100%

Notes VAT to be excluded from all calculations

Pula EU GBP

Tender Item no's	List of Items	Calculation of local content				Tender summary					
		Tender price each (incl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local content % (per item)	Total tender value	Total exempted imported content	Total imported content		
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Item 7/4, Pg 55	110mm UPVC pipes vertically or ramped for 45 degree							10			
Item 7/5, Pg 55	110mm UPVC pipes in and not including trench							21			
Item 7/6, Pg 55	110mm pipes laid in and including trench							11			
Item 7/7, Pg 55	not exceeding 2m and not exceeding 2m 110mm band							6			
Item 7/8, Pg 55	110mm Access band							4			
Item 7/9, Pg 55	110mm Junction							1			
Item 7/10, Pg 55	110mm Access Junction							4			
								1			
								2			
								2			

(C20) Total tender value R
 (C21) Total Exempt Imported content R
 (C22) Tender value net of exempt imported content R
 (C23) Total Imported content R
 (C24) Total local content R
 (C25) Average local content % of tender

Signature of Tendering Firm, Annex B
 Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No.	PEQ05/2021
Tender description:	SAPS; EASTERN CAPE: NEEDS CAMP; CONSERVANCY TANK AND
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 19.00 GBP R 21.00

A. Exempted Imported content

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

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

This total must correspond with Annex C - C 21

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

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

This total must correspond with Annex C - C 21

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	Summary of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0	

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above

Signature of tenderer from Annex B _____

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	PEQ05/2021
(E2)	Tender description:	SAPS; EASTERN CAPE: NEEDS CAMP; CONSERVANCY
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10)	Manpower costs (Tenderer's manpower cost)	R 0
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, Interest etc.)	R 0
(E13) Total local content		R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____