

# public works & infrastructure

# Department: Public Works and Infrastructure REPUBLIC OF SOUTH AFRICA

# **TENDER DOCUMENT FOR**

# MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS.

**Project Manager** 

M.N Thema
Department of Public Works & Infrastructure
Private Bag x9469
Polokwane 0700

NAME OF TENDERER:	
TENDER AMOUNT:	



PLEASE TAKE NOTE CLOSING TIME: 11H00

BID NUMBER: PLKQ23/83 CLOSING DATE: 22/09/2023

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

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

## TENDER DOCUMENTS MAY BE POSTED TO

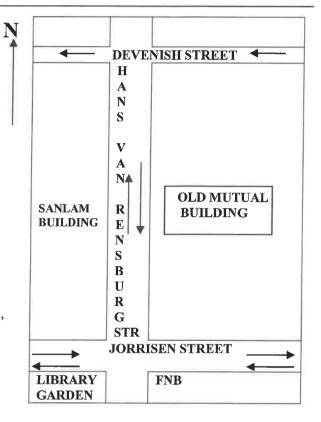
REGIONAL MANAGER Department of Public Works Private Bag X 9469 POLOKWANE 0700

ATTENTION: TENDER SECTION: ROOM 10, first floor

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (Mondays to Fridays 07:30 - 12:15 / 13:00 - 16:00.) However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

# SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.

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

# SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

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

- 1. http://www.treasury.gov.za
- 2. http://www.gov.za/tenders/

ST3 Dec 2001



# PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

# THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title: MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS			
Quotation no:	PLKQ23/83	Reference no:	
Advertising date:	15/09/2023	Closing date:	22/09/2023
Closing time:	11H00	Validity period:	30 Calendar days

\*Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of Not applicable Not applicable PE or higher, or Not applicable Not applicable PE\* or higher. \*Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.

#### 2. FUNCTIONALITY CRITERIA APPLICABLE YES 🗀 NO 🖂

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

Functionality criteria <sup>1</sup> :	Weighting factor:
Total	100 Points

## 3. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 1 of 8

For Internal & External Use

Effective date: 21 July 2023

Version: 2023/08

<sup>&</sup>lt;sup>1</sup>The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.



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

Table 1		1-7	
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> <li>Or</li> <li>Any account or statement which is in the name of the bidder.</li> <li>Or</li> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> <li>Or</li> </ul>
			<ul> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit where applicable.     </li> </ul>
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit where applicable.</li> <li>and</li> <li>Medical Certificate indicating that the disability is permanent.</li> <li>Or</li> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> <li>Or</li> <li>National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).</li> </ul>
	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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

Page 2 of 8 For Internal & External Use Effective date: 21 July 2023 Version: 2023/08



9 JANUARY 2004).

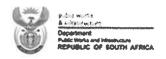
# 4. RESPONSIVENESS CRITERIA

# 4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder <a href="mailto:shall">shall</a> result in the tender offer being disqualified from further consideration:

	T	Only those tenders who esting the clinibility estants stated in the Tordy Date was the '		
1		Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.		
2		Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).		
3		Use of correction fluid is prohibited.		
4		Submission of a signed bid offer as per the DPW-07 (EC).		
5		Submission of DPW-09 (EC): Particulars of Tenderer's Projects.		
6		Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.		
7		Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.  insert motivation why the tender clarification meeting is declared compulsory		
8		The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.		
9	$\boxtimes$	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.		
10	$\boxtimes$	Submission of a Trade test certificate in Refregiration / Air Conditioning.		
11		Specify other responsiveness criteria		
12		Specify other responsiveness criteria		
13		Specify other responsiveness criteria		
14		Specify other responsiveness criteria		
15		Specify other responsiveness criteria		

# 4.2. Indicate administrative responsiveness requirements applicable for this tender.

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



1		Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2		Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3		All parts of tender documents submitted must be fully completed in ink and signed where required.
4		Submission of (PA-11): Bidder's disclosure
5		Submission of PA-16.1 (EC): Ownership Particulars
6	×	Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.
7		Submission of (PA 40): Declaration of Designated Groups.
8		Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9		Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10		The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	$\boxtimes$	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	⊠	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13		Submission of DPW 16 (EC): Site Inspection Meeting. (Not Compulsory) For bidders to familiarise themselves with the project.
14		Specify other responsiveness criteria
15		Specify other responsiveness criteria
16		Specify other responsiveness criteria
17		Specify other responsiveness criteria
18		Specify other responsiveness criteria

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

1	$\boxtimes$	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	$\boxtimes$	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider



# THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

		-
☐ Method 1 (Financial offer)	☑ Method 2 (Financial and Preference offer)	

5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

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

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

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

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

## 6.1 Technical risks:

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

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

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

- 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;
- The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
- 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
- Financial management: payment to suppliers and cash flow problems;

For Internal & External Use



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

# Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

# 6.2 Commercial risks:

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

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

# 7. COLLECTION OF QUOTATION DOCUMENTS

$\boxtimes$	Quotation documents are available for collection during working hours
	Alternatively; quotation documents may be collected during working hours at the following address 77 Hans Van Rensburg Polokwane 0700. A non-refundable bid deposit of R 0.00 payable (cash only) on collection of the bid documents.



# 8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	Modimolle VISS		
Virtual meeting Link:	N/A		
Date:	19/09/2023	Starting time:	11H00

# 9. ENQUIRIES

# 9.1. Technical enquiries may be addressed to:

DPWI Project Manager	M.N Thema	Telephone no: 01	
Cellular phone no	082 719 1966	Fax no:	015 297 4411
E-mail	marothi.thema@dpw.gov.za	•	-

# 9.2. SCM enquiries may be addressed to:

SCM Official	T. Morifi	Telephone no:	015 293 8012
Cellular phone no		Fax no:	
E-mail	thato.morifi@dpw.gov.za		

# 10. DEPOSIT / RETURN OF QUOTATION 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 retyped).

# PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

Tender documents may be posted to:

The Director-General Department of Public Works and Infrastructure Private Bag X 9469

Polokwane

0699

Attention:

Procurement section: Room 10

Deposited in the tender box at:

77 Hans Van Rensburg Old Mutual Building Polokwane

OR

Room 10.

Effective date: 21 July 2023

Version: 2023/08



# DPW-03 (EC): TENDER DATA

Project title:	MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS	
Reference no:		

Tender / Quotation no:	PLKQ23/83	Closing date:	22/09/2023
Closing time:	11H00	Validity period:	30 Calendar days

Clause number:	
	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).
	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.
	Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
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	For this contract the three volume approach is adopted.
	This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."
	The three volume procurement document issued by the employer comprises the following:
	Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)
	Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract Data T2.2 - Returnable schedules
	Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)
	Part C2: Pricing data C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)
	Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC)
	Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)



C.1.4	The Employer's agent	is:
	Name:	Marothi Thema
	Capacity:	Departmental Project Manager
	Address:	78 Hans Van Rensburg Polokwane 0699
	Tel:	082 719 1966
	Fax:	015 297 4411
	E-mail:	marothi.thema@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):

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 1 ME or 1 ME\*\* class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: **Not applicable**

Joint ventures are eligible to submit tenders provided that:

- 1. every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the 1 ME or 1 ME\*\* 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 1 ME or 1 ME\*\* class of construction work

A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: **Applicable** 

<sup>\*\*</sup> Delete "or select tender value range select class of construction works" where only one class of construction works is applicable



C.	<b>FUNCTIONALITY</b>	WEIGHTING	<b>APPLICABLE</b>	TO	THIS E	3ID:

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

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:		
Minimum functionality score to qualify for further evaluation:		

# D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

 $\boxtimes$ 

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul> <li>Official Municipal Rates         Statement which is in the         name of the bidder.</li> <li>Or</li> <li>Any account or statement         which is in the name of the         bidder.</li> <li>Or</li> </ul>



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

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

# Table 2

Seri al No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted b bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul> <li>Official Municipal Rates Statemen which is in the name of the bidder</li> <li>Or</li> <li>Any account or statement which is in the name of the bidder.</li> <li>Or</li> </ul>



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

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

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

# Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>



2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)		<ul> <li>Official Municipal Rates         Statement which is in the name         of the bidder.</li> <li>Any account or statement         which is in the name of the         bidder.</li> <li>Or</li> <li>Permission to Occupy from         local chief in case of rural         areas (PTO) which is in the         name of the bidder.</li> <li>Or</li> <li>Lease Agreement which is in</li> </ul>
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	the name of the bidder.     SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul> <li>SANAS Accredited BBBEE         Certificate or Sworn Affidavit         where applicable.</li> <li>and</li> <li>Medical Certificate indicating         that the disability is permanent.</li> <li>Or</li> <li>South African Social Security         Agency (SASSA) Registration         indicating that the disability is         permanent.</li> <li>Or</li> <li>National Council for Persons with         Physical Disability in South Africa         registration (NCPPDSA).</li> </ul>
5. 🗌	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	ID Copy and SANAS     Accredited BBBEE Certificate     or Sworn Affidavit where     applicable.

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



# E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

#### E.1 Technical risks:

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

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

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

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

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

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

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



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

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

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

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

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

#### E.2 Commercial risks:

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

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

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



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 responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
	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.
	Alternative tender offer permitted: Yes ☐ No ☒
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	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;
	or The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.
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: Room 10. 77 Hans Van Rensburg 0700
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
	<u> </u>



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.



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

Project title:	MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS		
Tender / Quotation no:	PLKQ23/83	Reference no:	
Receipt Number:			

# 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) (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
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	0 Pages	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	Yes
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).	N/A	No

<sup>\*</sup> In compliance with the requirements of the cidb SFU Annexure G

PA-09 (EC): List of Returnable Documents

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.	2	Yes
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.	2	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (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)	1 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)

<u>Note</u>: 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)	3 Pages	⊠Yes □No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	□Yes ⊠No

PA-na	(EC)	Lieto	f Returnable	<b>Documents</b>
FA-US		LISLO	Returnable	Documents

Tender document name	Number of pages issued	Returnable document
insert document name	Pages	□Yes □No
insert document name	Pages	□Yes □No
insert document name	Pages	□Yes □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:	, 201042
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
<ul> <li>A profit company duly registered as a private company.</li> <li>[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)].</li> </ul>	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).
<ul> <li>d. A profit company duly registered as a public company.</li> </ul>	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



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

	MODIMOLLE VISS: IN	STALL	ATION OF TWO (2) A	IR CONDITIONERS
Tender / Quotation no:	PLKQ23/83		Reference no:	
OFFER		111		
The Employer, identified in procurement of: INSTALLATION OF TWO (	-	ure bloo	ck, has solicited offer	s to enter into a contract for the
The Tenderer, identified in the thereto as listed in the return				ted in the tender data and addendated the conditions of tender.
acceptance, the Tenderer of	offers to perform all of the Il its terms and conditions	e obliga accord	itions and liabilities of ling to their true intent	this part of this form of offer and the Contractor under the contract and meaning for an amount to be ata.
THE TOTAL OFFER INCLUS				cludes value- added tax, pay as you earn,
			•	
, -				
Rand (in words)		•••••	•••••	
The amount in words takes preced	dence over the amount in figures	s. The awa	ard of the tender may be sub	ejected to further price negotiation with
The amount in words takes preced the preferred tenderer(s). The neg	dence over the amount in figures otiated and agreed price will be	s. The awa	ard of the tender may be sub ad for acceptance as <u>a <i>firm a</i></u>	ejected to further price negotiation with and final offer.
The amount in words takes preced the preferred tenderer(s). The neg	dence over the amount in figures otiated and agreed price will be by the Employer by signir	s. The awa considere	ard of the tender may be sub ad for acceptance as <u>a firm a</u> acceptance part of this	ojected to further price negotiation with and final offer.  form of offer and acceptance and
The amount in words takes preced the preferred tenderer(s). The negration of this offer may be accepted returning one copy of this downereupon the Tenderer be	dence over the amount in figures otiated and agreed price will be by the Employer by signin ocument to the Tenderer b	s. The awa considered ang the a pefore to	ard of the tender may be sub ed for acceptance as <u>a firm a</u> acceptance part of this he end of the period of	ejected to further price negotiation with and final offer.
The amount in words takes preced the preferred tenderer(s). The negration of this offer may be accepted returning one copy of this downereupon the Tenderer be	dence over the amount in figures otiated and agreed price will be by the Employer by signin ocument to the Tenderer b	s. The awa considered ang the a pefore to	ard of the tender may be sub ed for acceptance as <u>a firm a</u> acceptance part of this he end of the period of	ojected to further price negotiation with and final offer.  form of offer and acceptance and for validity stated in the tender data,
The amount in words takes preced the preferred tenderer(s). The negration of this offer may be accepted eturning one copy of this downereupon the Tenderer be contract data.	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named	s. The awa considered ng the a pefore to as the	ard of the tender may be sub ad for acceptance as <u>a firm a</u> acceptance part of this he end of the period of Contractor in the cond	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the
The amount in words takes preced the preferred tenderer(s). The negration of this offer may be accepted eturning one copy of this downereupon the Tenderer be contract data.	dence over the amount in figures otiated and agreed price will be by the Employer by signification to the Tenderer becomes the party named	s. The awa considered ng the a pefore to as the	ard of the tender may be sub ad for acceptance as <u>a firm a</u> acceptance part of this he end of the period of Contractor in the cond	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable)
The amount in words takes preced the preferred tenderer(s). The negration of the preferred tenderer seturning one copy of this downereupon the Tenderer becontract data.  THIS OFFER IS MADE BY To Company or Close Corporation	dence over the amount in figures otiated and agreed price will be by the Employer by signification to the Tenderer becomes the party named	s. The awa considered ng the a pefore to as the	ard of the tender may be subted for acceptance as a firm and acceptance part of this he end of the period of Contractor in the conditional contractor in the conditional contractor of the period of Contractor in the conditional conditi	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable)
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted eturning one copy of this downereupon the Tenderer be contract data.  THIS OFFER IS MADE BY TO Company or Close Corporation	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named	s. The awa considered ng the a pefore to as the	ard of the tender may be subsed for acceptance part of this he end of the period of Contractor in the condition.  TY: (cross out block will Natural Person or Particular for the conditions of t	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) hership:
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted returning one copy of this downereupon the Tenderer be contract data.  THIS OFFER IS MADE BY TO Company or Close Corporation	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named THE FOLLOWING LEGA	s. The awa considered ing the a perfore to as the	ard of the tender may be subsed for acceptance part of this he end of the period of Contractor in the condition.  TY: (cross out block will Natural Person or Particular for the conditions of t	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) nership:
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted returning one copy of this downereupon the Tenderer be contract data.  THIS OFFER IS MADE BY TO Company or Close Corporation  And: Whose Registration Num	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named THE FOLLOWING LEGA	s. The awa considered ng the a pefore to as the	ard of the tender may be subted for acceptance as a firm and acceptance part of this he end of the period of Contractor in the condition of the condition of the condition of the condition of the period of Contractor in the condition of the cond	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) nership:
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted returning one copy of this downereupon the Tenderer be contract data.  THIS OFFER IS MADE BY TO Company or Close Corporation  And: Whose Registration Num	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named THE FOLLOWING LEGAN:  ber is:	s. The awa considered ing the a perfore to as the	ard of the tender may be subted for acceptance as a firm and acceptance part of this he end of the period of Contractor in the condition of the condition of the condition of the condition of the period of Contractor in the condition of the cond	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) nership:  r(s) is/are:
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted returning one copy of this downereupon the Tenderer be contract data.  ITHIS OFFER IS MADE BY To Company or Close Corporation  And: Whose Registration Num	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named THE FOLLOWING LEGANT:	s. The awa considered ing the a perfore to as the	ard of the tender may be subset for acceptance as a firm and acceptance part of this the end of the period of Contractor in the condition of the condition of the condition of the period of Contractor in the condition of the condition of the period of Contractor in the condition of the condition	ojected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) nership:  r(s) is/are:
The amount in words takes preced the preferred tenderer(s). The neg This offer may be accepted eturning one copy of this downereupon the Tenderer be contract data.  THIS OFFER IS MADE BY TO Company or Close Corporation  And: Whose Registration Num	dence over the amount in figures otiated and agreed price will be by the Employer by signifucument to the Tenderer becomes the party named THE FOLLOWING LEGANT:	s. The awa considered ing the a perfore to as the	ard of the tender may be subted for acceptance as a firm and acceptance part of this he end of the period of Contractor in the condition of the condition of the period of	pjected to further price negotiation with and final offer.  form of offer and acceptance and f validity stated in the tender data, litions of contract identified in the hich is not applicable) nership:  r(s) is/are:

<sup>\*</sup>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



		Α	ND WHO IS (if appl	licable):	
Trac	ding unde	er the name and style of:			
			AND WHO IS:		
Rep	resented	herein, and who is duly authorised to d	lo so, by:	Note:	
	-	pacity as:		Directors / Members / I	f Attorney, signed by all the Partners of the Legal Entity s Offer, authorising the this offer.
SIGN	ED FO	R THE TENDERER:		•	
	N	lame of representative	S	ignature	Date
WITN	ESSED	BY:			
		Name of witness	Si	gnature	Date
The o	fficial do fficial al	n respect of: (Please indicate with a ocuments ternative ve (only if documentation makes pr			(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)
3ECU	IRITY O	PFFERED:			
(a) (b)	(exclu	enderer accepts that in respect of cor ding VAT) will be applicable and will be pect of contracts above R1 million, the T	e deducted by the E	mployer in terms of the app	licable conditions of contract
·	(1)	cash deposit of 10 % of the Contract	t Sum (excluding VA	AT)	Yes 🗌 No 🗌
	(2)	variable construction guarantee of 1	0 % of the Contract	Sum (excluding VAT)	Yes 🗌 No 🗌
	(3)	payment reduction of 10% of the val	ue certified in the pa	ayment certificate (excluding	g VAT) <b>Yes</b> 🗌 <b>No</b> 🗌
	(4)	cash deposit of 5% of the Contract S of the value certified in the payment			of 5% Yes □ No □
	(5)	fixed construction guarantee of 5% or reduction of 5% of the value certified			ment Yes  No

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

<sup>\*</sup>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"

<sup>&</sup>quot;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



The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all lega
notices may be served, as (physical address):
· · · · · · · · · · · · · · · · · · ·
5
Other Contact Details of the Tenderer are:
Telephone No
- 9
Fax No
Postal address
Branch
Registration No of Tenderer at Department of Labour
CIDB Registration Number:
ACCEPTANCE

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

# The terms of the contract are contained in:

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

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

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

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

For the Employer:					
Name of signatory	Signature	Date			

<sup>\*</sup>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".

<sup>\*\*</sup>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 Organisation:	Department of Public Works and Infrastructure			
Address of Organisation:				
WITNESSED BY:				
Name of witne	ess	Signature		Date
Schedule of Deviations				
1.1.1. Subject:				
Detail:				
1.1.2. Subject:				1
Detail:				
Detail.				
1.1.3. Subject:				
Detail:				
4.4.4. 0.15.4				
1.1.4. Subject:				
Detail:				
1.1.5. Subject:				
Detail:				
1.1.6. Subject:				
Detail:				
Ou the duly outherized represe	ntotivos signina th	is agreement the Employee	and the Tender	

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.

<sup>\*</sup>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".

<sup>\*\*</sup>Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention" For Internal & External Use

# DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

WCS: 056038

SAPS: MODIMOLLE VISS: INSTALLATION OF NEW AIR CONDITIONING UNITS



# **CALCULATION OF TENDER SUMS**

ITEM	DESCRIPTION	AMOUNT
01.	TOTAL OF SCHEDULE OF QUANTITIES - 01. PRELIMINARY AND GENERAL	
02	TOTAL OF SCHEDULE OF QUANTITIES - 02. AIR CONDITIONERS INSTALLATION	
	CHIDTOTAL	
	/AUE ADDED TAX (VAT)	
-	The tenderer shall add 15% of the subtotal for VAT)  ENDER SUM CARRIED TO FORM OF OFFER AND ACCEPTANCE	

# DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE WCS: 056038 SAPS: MODIMOLLE VISS: NEW INSTALLATIONS OF AIR CONDITIONERS



# SCHEDULE OF QUANTITIES

# SCHEDULE 1: PRELIMINARIES AND GENERAL

Reference	Item	Description	Unit	Qty	Rate	Amount
	1	PRELIMINARY & GENERAL				
	1.1	SITE FACILITIES				
- 1	1.1.1	Ablution and latrine facilities	Sum	1	1	
	1.1.2	Water and Electricity	Sum			
	1.2	INSURANCE				
- 1	1.2.1	Work Insurance	Sum			
	1.2.2	Workmen's Compensation	Sum			
	1.2.3	Third Party Insurance	Sum			
- 1	1.3	WORKSHOP AND DRAWINGS				
	1.3.1	Builders work drawings	Sum			
	1.3.2	Allowance for drawings in electric format	Sum			
	1.3.3	Operation and maintenance manuals	Sum			
	1.3.4	One year written guarantee, maintenance for 12 months	Sum			
	1.4	HEALTH AND SAFETY INCLUDING COVID-19				
		SUPPLY OF ALL ITEMS OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT & ENSURE USE THEREOF FOR FULL				
	1.4.1	COMPLIANCE (INCLUDING COVID-19 COMPLIANCE PPE)	Sum			
	1.4.2	OCCUPATIONAL HEALTH AND SAFETY ADMINISTRATION	1 0			
	1.4.2.1	Develop of a Site Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.	Item	1		
	1.4.3	EMPLOYEES MEDICALS				
	1.4.3.1	Medical from Occupational Practitioner on Annexure 3 format	no.	3		
	1.4.4	WORKERS WELFARE FACILITIES				
- 1	1.4.4.1	Toliet facilities (chemical) 1:30 1x each gender with personnel hand sanitizer for each toilet	no.	1		
- 1	1.4.4.2	Paper towel roll for hand cleaning	no.	1		
	1.4.4.3	Hand wash point & soap at eating area	no.	1		
		TRAINING OF CLIENT				
	1.4.5.1	Training of client's staff to operate HVAC systems	sum	1		
	1.4.6	SITE CLEARANCE				
- 1	1.4.6.1	Clearing of site facilities upon completion	sum	1		
-		Carried forward to Final Summary	+			

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE WCS: 056038
SAPS: MODIMOLLE VISS: NEW INSTALLATIONS OF AIR CONDITIONERS



# SCHEDULE OF QUANTITIES

SCHEDULE 2: AIR CONDITIONERS INSTALLATION

EFERENCE	ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	2.1	Split Type Midwall Air Conditioning Units for Modimolle Viss				
		The supply, delivery and installation of a new air conditioning system, complete with mounting brackets, vibration absorbing mountings, drain & refrigerant piping, and all ancillaries to allow for full operation as specified and as shown on the drawings, with associated equipment and accessories. All work must be done according to the drawings and design specifications.				
		Note: Allowance must be made for pricing of insulation on all pipes and fittings. All insulation, as per specification, shall be applied after the erection of equpment and pipework and after all joints have been completed.				
AC01		AC01				
	2.1.1	Individual Mid Wall Split Unit of cooling capacity 3,5kW (12000Btu/hr), Inverter	no.	1		
	2.1.2	PVC condensate drain piping, to nearest drain point	m.	4		
	2.1.3	Refrigerant piping pair (liquid and gas)	m.	4		
	2.1.4	Electrical Isolator	no.	1		
1.	2.1.5	Wired controller	no.	1		
	2.1.6	Wiring cables	m.	5		
	2.1.7	Support brackets	no.	2		
AC02		AC02				
:	z. i.o.i	Individual Mid Wall Split Unit of cooling capacity 5,3kW (18000Btu/hr), Inverter	no.	1		
:	2.1.9	PVC condensate drain piping, to nearest drain point	m.	4		
2	.1.10	Refrigerant piping pair (liquid and gas)	m.	4		
2	.1.11	Electrical Isolator	no.	1		
2	.1.12	Wired controller	no.	1		
2	.1.13	Wiring cables	m.	5		
2	.1.14	Support brackets	no.	2		
	2.2	Commisioning				
2		Fest and commisioning of installation, including the issuing of an Electrical Certificate of Compliance (COC)	Item	1		
		Carried forward to Final Summary	_			



# **PA-11: BIDDER'S DISCLOSURE**

# 1. PURPOSE OF THE FORM

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

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

# 2. Bidder's declaration

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

YES / NO

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

Identity Number	Name of State institution
	Identity Number

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



2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?
	YES / NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
	YES / NO
2.3.1	If so, furnish particulars:
3 DI	ECLARATION
	I, the undersigned, (name)

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 2 of 3 For External Use Effective date 5 July 2022 Version: 2022/03

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



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

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

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

Signature	Date
Position	Name of bidder



# PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

(Legall)	v correct full name and registration number, if applic	able, of the Enterprise)	
Held a	at	(place)	
on _		(date)	
RESC	LVED that:		
1. Th	ne Enterprise submits a Bid / Tender to the	Department of Public Works in r	respect of the following project:
(Pi	roject description as per Bid / Tender Document)		
Bio	d / Tender Number:	(Bid / Tender I	Number as per Bid / Tender Document)
2. *N	Ir/Mrs/Ms:		
in	*his/her Capacity as:		(Position in the Enterprise)
	d who will sign as follows:		
co. an	, and is hereby, authorised to sign the rrespondence in connection with and rela y and all documentation, resulting from ove.	ting to the Bid / Tender, as wel	I as to sign any Contract, and
	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14 15			



# PA-15.1: Resolution of Board of Directors

17		
18		
19		
20		

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

# document being signed. Note: **ENTERPRISE STAMP** \* 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). 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). Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.



# 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) (place) 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) \*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. 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. 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)



### PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures

Postal Address:			
=	(code)		
Telephone number: _			
Fax number:			

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

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

### Note:

- \* Delete which is not applicable.
- NB: This resolution must, where possible, be signed by <u>all</u>
  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).
- 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).
- 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

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

Page 2 of 2



### PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

### **RESOLVED that:**

### **RESOLVED that:**

Α.	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)

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

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



### PA-15.3: Special Resolution of Consortia or Joint Ventures

В.	*Mr/Mrs/Ms:	
	in *his/her Capacity	as:(Position in the Enterprise)
	and who will sign as	s follows:
	connection with and	authorised to sign the Bid, and any and all other documents and/or correspondence in direlating to the Bid, as well as to sign any Contract, and any and all documentation, ward of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.
C.		nstituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct he name and style of:
D.	the obligations of the	the Consortium/Joint Venture accept joint and several liability for the due fulfilment of e Consortium/Joint Venture deriving from, and in any way connected with, the Contract e Department in respect of the project described under item A above.
E.	agreement, for what Notwithstanding such	es to the Consortium/Joint Venture intending to terminate the consortium/joint venture atever reason, shall give the Department 30 days written notice of such intention. It decision to terminate, the Enterprises shall remain jointly and severally liable to the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under
F.90:	Enterprises to the C	ne Consortium/Joint Venture shall, without the prior written consent of the other consortium/Joint Venture and of the Department, cede any of its rights or assign any or the consortium/joint venture agreement in relation to the Contract with the I to herein.
G.	purposes arising fro	pose as the domicilium citandi et executandi of the Consortium/Joint Venture for all m the consortium/joint venture agreement and the Contract with the Department in cit under item A above:
	Physical address:	
	8	
	e e	(Postal code)
	Postal Address:	
	,	
		(Postal code)
	Telephone number:	
	N====	



### PA-15.3: Special Resolution of Consortia or Joint Ventures

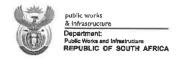
	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

### Note:

- \* Delete which is not applicable.
- NB: This resolution must be signed by <u>all</u> 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.

  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.
- Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 Preference Points System to be applied

(tick whichever is applicable).

( and the supplied of the supp
The applicable preference point system for this tender is the 80/20 preference point system
☐ The applicable preference point system for this tender is the <b>90/10</b> preference point system
☐ Either the <b>90/10 or 80/20</b> preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system one tenders are received.

- 1.3 Points for this tender shall be awarded for:
- 1.3.1 Price; and
- 1.3.2 Specific Goals

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

<b>80/20</b>	90/10
80	90
20	10
100	100
	80

### 1.5 Breakdown Allocation of Specific Goals Points

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

### Table 1

 $\boxtimes$ 

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Official Municipal Rates     Statement which is in the name     of the bidder.  Or
			Any account or statement which is in the name of the bidder.
			Or
			Permission to Occupy from loca chief in case of rural areas (PTO) which is in the name of the bidder.
			Or
			Lease Agreement which is in the name of the bidder.
	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.

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

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

### Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Official Municipal Rates     Statement which is in the name     of the bidder.  Or

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

	5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	•	ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.	
ľ						

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

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

### Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul> <li>Official Municipal Rates         Statement which is in the name         of the bidder.</li> <li>Any account or statement         which is in the name of the         bidder.</li> </ul>
			Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.
			Or
			<ul> <li>Lease Agreement which is in the name of the bidder.</li> </ul>
3.	An EME or QSE or any entity which is at least 51%	2	SANAS Accredited BBBEE     Certificate or Sworn Affidavit     where applicable.

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

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. **DEFINITIONS**

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

competitive tendering process or any other method envisaged in legislation;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or  $Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin}\right)$ 

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80\left(1 + rac{Pt-P\,max}{P\,max}
ight)$$
 or  $Ps = 90\left(1 + rac{Pt-P\,max}{P\,max}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed  (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
Located in a specific Local     Municipality or District     Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender  Province area for work to be	Number of points allocated (90/10 system)  (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system)  (To be completed by the tenderer)
done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	2		

### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:

### 4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company

### State Owned Company [TICK APPLICABLE BOX]

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

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



### PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title: MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CO		CONDITIONERS	
Bid no:	PLKQ23/83	Reference no:	

### INTRODUCTION

- 1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> invited.
- 2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 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.
  - 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:

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

Page 1 of 3
For External Use

Effective date 20 September 2021

Version: 2021/01

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

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



### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I,	the undersigned, in submitting the accompanying bid:
e —	(Bid Number and Description)
in	response to the invitation for the bid made by:
:==	(Name of Institution)
dc	hereby make the following statements that I certify to be true and complete in every respect:
۱c	ertify, 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, or 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:
	<ul> <li>(a) has been requested to submit a bid in response to this bid invitation;</li> <li>(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and</li> </ul>
	(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.



- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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



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

Tender no: PLKQ23/83

Name of Tenderer	Name of Tenderer					EME¹    QSE² [	$\Box$ EME $^1$ $\Box$ QSE $^2$ $\Box$ Non EME/QSE (tick applicable box)	licable box)
1. LIST ALL PROP	LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.	R SHAREHOLD	ERS BY NAME, II	DENTITY NUMBER	R, CITIZENSHIP	AND DESIGNATE	D GROUPS.	
Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No		☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	$\perp$	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		☐ Yes ☐ No
89		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		
ത്.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		Yes
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No		
12.		%	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	$\bot$	- 1
								]

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

##

<sup>&</sup>lt;sup>1</sup> EME: Exempted Micro Enterprise <sup>2</sup> QSE: Qualifying Small Business Enterprise



Tender no: PLKQ23/88

### 2. DECLARATION:

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

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

### Signed by the Tenderer

S

Date
Signature
Name of representative



### PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF **PERMANENT DISABLED STATUS**

Project title:	Project title: MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS					
Tender / Bid no:	PLKQ23/83	Reference no:				
I,			(surname and name),			
identity number,		do hereby declare tha	t I am a registered medical			
practitioner, with my	practice number be	ing	, practising at			
		(F	Physical or postal addresses)			
declare that I have example	mined Mr. / Ms					
identity number		and have	e found the said person to be			
permanently disabled or ha	iving a recurring disability.					
"Disability" means, in respe function, which results in re range, considered normal f The nature of the disability	estricted, or lack of, ability to or a human being." –					
Thus signed at	on this _	day of	20			
Signature	Date		OFFICIAL CTAMP OF			
			OFFICIAL STAMP OF MEDICAL PRACTITIONER			

For Internal & External Use

Effective date April 2017

Version: 1.4



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

Project title:	MODIMOLLE VI	SS: INSTALLATION OF TWO	O (2) AIR CONDITIONERS
Tender / Quotation no:	PLKQ23/83	Reference no:	
Closing date:	22/09/2023		11
Γhis is to certify that Ι,			representing
			in the capacity of
		\	visited the site on:
			iven at the site inspection meeting d, in the execution of this contract
Name of Tendere	r	Signature	Date
Name of DPW Represe	ntative	Signature	Date



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

Project title:	MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS	IR CONDITIONERS	
Tender / quotation no:	PLKQ23/83	Closing date:	22/09/2023
Advertising date:	15/09/2023	Validity period:	30 days

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

1.1. Current projects

Pro	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commence-	Contractual	Current	
_							progress	
2								
က								
4								
2								
9								
7								
ω								

Department:
Public Notes and infrastructure
REPUBLIC OF SOUTH AFRICA (ENDOFFER'S projects

Tender no: PLKQ23/83

1.2. Completed projects

₽ Ę	Projects completed in the previous 5 (five) years	Name of Employer or Representative	Contact tel. no.	Contract sum	Contractual	Contractual	Date of Certificate
		of Employer			ment date	date	Or Practical Completion
_							
7							
က							
4							
2							
ဖ							
7							
∞							
တ							

Date

Signature

Name of Tenderer



L	)PW-21 (EC):	RECOF	RD OF ADDE	NDA IO IENL	DER DOCUMENTS
Proje	ect title:	MODIMO	DLLE VISS: INSTA	ALLATION OF TWO	(2) AIR CONDITIONERS
Tend	er no:	PLKQ23/	′83	Reference no:	
Inf	rastructure before the	submissio	n of this tender offe		epartment of Public Works and ler documents, have been taken required)
	Date			Title or Deta	ils
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
	Name of Tenderer		Sio	inature	Data
	We confirm that no	communic	ations were recei	nature ved from the Depart , amending the tender	Date ment of Public Works and documents.
	Name of Tenderer		Sig	nature	Date

Effective date: 20 September 2021 Version: 1.2



Name of organisation:

	DPW-15 (EC):	SCHE	DULE OF P	ROPOSED	SUBCO	NTRACTORS
Pro	ject title:	MODIMOL	LLE VISS: INSTA	ALLATION OF T	WO (2) AIR	CONDITIONERS
Ter	nder no:	PLKQ23/8	33	Reference no:		
We	notify you that it is our into confirm that all subcontra onal Home Builders Regis	actors who a	re contracted to c			ontract. d as home builders with the
	Name and address of Subcontractor	proposed	Nature and ext	ent of work	Previou Subcon	s experience with tractor
1						
2						
3						
4						
5						
Na	ame of representative		Signature	Сара	city	Date



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

Project title:	MODIMOLLE VISS: INS	TALLATION OF TWO (2)	AIR CONDITIONERS
Tender no:	PLKQ23/83	Reference no:	
10-			
Name of Electrical Contr	ractor:		
Address:			
Electrical Contractor reg	istration number at the		
Electrical Contractor registration number at the Department of Labour			
Name of Tenderer	Sign	ature	Date



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

Project title:	MODIMOLLE VISS: INSTA	ALLATION OF TWO (2) AIR CONDITIONERS
Tender no:	PLKQ23/83	Reference no:

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

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

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

These net amounts will be adjusted as follows:

### **FORMULA:**

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

$$A = V (Z - 1)$$

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

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

Page 1 of 1
For Internal Use

Effective date: 20 September 2021

Version: 1.3



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

Project title:	MODIMOLLE	VISS: INSTA	ALLATION OF TWO (2) AIR CO	ONDITIONERS
Tender no:	PLKQ23/83	WCS no:	Reference no:	

The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.

Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]

Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).

Copies of these conditions of contract may be obtained through www.saice.org.za.

### **CONTRACT VARIABLES**

THE SCHEDULE (Contract Data [1.1.1.8])

The **schedule** is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to **GCC Third Edition (2015)** documentation. It is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this **agreement** 

**Spaces requiring information must be filled in, shown as 'not applicable' but not left blank.** Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

### A PROJECT INFORMATION

### **A 1.0 Works** [1.1.1.35]

Works description	Refer to document <b>PG01.1 (EC)</b> – <b>Scope of Works</b> for detailed description
INSTALLATION OF	TWO (2) AIR CONDITIONERS



### **A 2.0** Site [1.1.1.29]

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

### A 3.0 EMPLOYER AND ITS REPRESENTATIVE

### A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure				
Business registration number	Not applicable	VAT number	Not applicable		
E-mail	Marothi.thema@dpw.gov.za	Telephone	082 719 1966		
Postal address	Private Bag x9469 Polokwane 0699	,			
Physical address	77 Hans Van Rensburg Polokwane 0699				

### A 3.2 Employer's Representative:

Name	M.N Thema	Telephone number	015 291 6347
E-mail	Marothi.thema@dpw.gov.za	Mobile number	082 719 1966
Postal address	Private Bag x9469 Polokwane 0699		
Physical address	77 Hans Van Rensburg Polokwane 0699		



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

Name	National Department of Public Works & Infrastructure				
Legal entity of above	Contact person Ngoako Lehong				
Practice number	e number Telephone number	Telephone number 012 406	Telephone number 012 40	Telephone number	012 406 1564
Country		Mobile number			
E-mail	Ngoako.lehong@dpw.gov.za	Ngoako.lehong@dpw.gov.za			
Postal address	Private Bag X65 Pretoria 0001				
Physical address	Corner Bosman & Madiba Street Pretoria Central 0001				

### A 4.2 Agent [1.1.1.16] Discipline

Name	N/A			
Legal entity of above	Contact person			
Practice number		Telephone number		
Country		Mobile number		
E-mail		1		
Postal address	insert postal address insert suburb insert town insert postal code			
Physical address	insert physical address insert suburb insert town insert postal code			

### A 4.3 Agent [1.1.1.16] Discipline

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



|--|

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

### **A 4.5** Agent [1.1.1.16] Discipline

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

					Discipline	Agent [1.1.1.16]	4.6	
--	--	--	--	--	------------	------------------	-----	--

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

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

Page 4 of 30
For Internal & External Use

Effective date 4 August 2023

Version: 2023/04



Name	N/A				
Legal entity of above		Contact person			
Practice number		Telephone number			
Country		Mobile number			
E-mail		-1			
Postal address	insert postal address insert suburb insert town insert postal code				
Physical address	insert physical address insert suburb insert town insert postal code				

A 4.8	Agent [1.1.1.16]	Discipline

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

|--|

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



### **B** CONTRACT INFORMATION

### B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	Standard Method of Measurement

### B 2.0 Law, regulations and notices [1.3.2]

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

### B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand

### B 4.0 Documents [1.1.1.7]

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

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	N/A
DPW-05: (EC): GCC 2015: 3RD EDITION	30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	N/A
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	N/A
Drawings as per drawing register issued with the tender	N/A
Specifications issued with the tender	N/A
Schedules issued with the tender	N/A
Bills of Quantities issued with the tender	03
Addenda as issued during tender stage, if applicable	As issued

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 6 of 30 For Internal & External Use Effective date 4 August 2023 Version: 2023/04



### B 5.0 Employer's agents [3.0]

Authority	is delegated	to the following	agents	to	issue	contract	instructions	and	perform
duties fo	r specific aspe	ects of the works	[3.0] [3.	2.3	[CD]]				

Principal Agent Ngoako Lehong

rincipal agent's and agents' interest or involvement in the works other than a professional nterest		

### B 6.0 Insurances [8.6]

### Insurances by contractor

NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). **Insured amounts to include VAT.** 

	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	N/A
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	N/A
	Plant and materials supplied by the Employer [8.6.1.1.2]	R 0.00	N/A
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	N/A
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R 0.00	N/A
	Special Risks Insurance issued by Sasria [8.6.1.2]	R Eng / PQS to determine value	N/A



Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	N/A
Subcontractors insurance [8.6.3] where applicable, if no included in works insurance nor by sub-Contractors	R Eng / PQS to determine value	N/A
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	N/A
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R Eng / PQS to determine value	N/A
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	N/A
	R Eng / PQS to	

### B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Yes
If applicable, description: Thohoyandou High Court	
Restriction of working hours [5.8]	Yes
If applicable, description: During Court Proceedings	1
Natural features and known services to be preserved by the contractor [4.7]	N/A
If applicable, description:	
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]	Yes
If applicable, description: Court Rooms	

Tender / Quotation no: Error! Reference source not found.



Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	N/A
If applicable, description:			

### B 8.0 Subcontractors [4.4]

N/A	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

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

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

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

### **B 10.1 Contract Period**

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



The contract period is determined as follows (Period/s indicated in months):	3 Months
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	1 Month
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	1 Month
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including <b>Practical Completion</b> , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	1 Month
Period to achieve <b>Completion</b> [5.14.4]	3 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	5 Months
Total Contract Period	15 Months

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	15 Months
The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	3 Months
Notification period for inspection in working days by the principal agent.	3 Days
<b>Penalty amount</b> per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 8.71
<b>Penalty amount</b> per calendar day for <b>late Practical Completion</b> , excluding VAT. [5.13].	R 87.07
<b>Penalty amount</b> per calendar day for <b>late Completion</b> [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 26.12
<b>Penalty amount</b> per calendar day for <b>late Final Completion</b> (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 13.06



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

Construction period and Practical completion [5.14.7]	on for p	ortions of	the Wo	rks	N	I/A
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days.						
The date for practical completion shall be the period in <b>months</b> as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for <b>the whole</b> be the period in <b>months</b> as indicated from the of the Site by the contractor inclusive of all <b>pub</b> working days and builders' holiday shut do	date of A	Access to a	and Poss cial non-	ession	constr period B12.1 d Works who	sert ruction as per or N/A if s as a le is cable
Penalty for late Practical Completion, if completion	etion in	sections	is requir	<b>ed</b> , exclu		
The penalty amount per day for failing to complete <b>section 1</b> of the Works is:			R			
The penalty amount per day for failing to complete <b>section 2</b> of the Works is:			R			
The penalty amount per day for failing to compl	ete <b>sect</b>	ion 3 of th	e Works	is:	R	
The penalty amount per day for failing to compl	ete <b>sect</b>	ion 4 of th	e Works	is:	R	
The penalty amount per day for failing to compl	ete <b>sect</b>	ion 5 of th	e Works	is:	R	
The penalty amount per day for failing to compl	ete <b>sect</b>	ion 6 of th	e Works	is:	R	
The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:			R			
<b>Penalty amount</b> per calendar day for late subcalculated at Ten percent (10%) of penalty / cindicated above, excluding VAT.						
Penalty amount per calendar day for <b>late Compl</b> (30%) of penalty / calendar day to complete <b>Sel</b>				alculated	d at Thirty	percent
Penalty amount per calendar day for late Fina [5.16, 5.13]: To be calculated at Fifteen percent excluding VAT						

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

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



13.3
------

13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	
13.7	
13.8	
13.9	
13.10	

## B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements

14.1	Electrical equipment (e.g. emergency generators, electronic switchgear,etc)
14.2	
14.3	
14.4	
14.5	
14.6	
14.7	
14.8	
14.9	
14.10	



#### B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	25 <sup>th</sup> of each month
Contract price adjustment / cost fluctuations [6.8.2]	N/A
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

#### B 14.0 Dispute resolution [10.5 [CD]]

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



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

CONTRAC	T SPECIFIC DATA		
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:			
CLAUSES	COMPULSORY DATA		
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows:		
	"Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.		
1.1.1.9	Add to Clause 1.1.1.9 the following:		
	"If the Contractor constitutes under the Law of the Republic of South Africa (B2.0) a joint venture, consortium or other unincorporated grouping of two or more persons:		
	<ul> <li>(a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;</li> </ul>		
	(b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and		
	(c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer."		
1,1,1.13	Amend Clause 1.1.1.13 as follows:		
	"Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.		
	Defects Liability Period is: 12 months.		
	The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.		
1.1.1.14	Amend Clause 1.1.1.14 as follows:		
	"Due Completion Date" means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date of Access to and Possession of Site date (5.4.1) and as adjusted by such extensions of time or acceleration as may be allowed in terms of Contract (5.12).		
1.1.1.15	The name of the Employer: Refer to A 3.1 [CD]		
1.1.1.16	The name of the Employer's Representative: Refer to A 3.2 [CD]		
1.1.1.17	The name of the Employer's Agent: Refer to A 4.0 and B 5.0 [CD]		



1.1.1.20	Amend Clause 1.1.1.20 by inserting the following words at the end of this definition: "If the Acceptance section of the Form or Offer and Acceptance" contains conditional statements or a schedule of deviations is attached to the Form of Offer and Acceptance, then Form of Offer and Acceptance means the Contract Agreement, that shall be substantially in accordance with the form attached to the Scope of Works, and the date of signing the Contract Agreement shall be the date of the Form of Offer and Acceptance"
1,1.1.21.A	Add new Clause 1.1.1.21.A
	The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35:
	"Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36:
	A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3].
	A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Add new Clause 1.1.1.37
	Contract participation goals applicable to this Contract are as indicated in B16 [D] and described in the following tender documents: DPW 03 (EC): TENDER DATA, PG 01.1 (EC) SCOPE OF WORK and PG 02.1 (EC) PRICING ASSUMPTIONS.
1.2.3.	Replace Clause 1.2.3. with the following:
	The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.2.6	Add new Clause 1.2.6
	The priority of the documents shall be in accordance with the following sequence:
	(a) The Form of Offer and Acceptance and the signed Schedule of Devia7ons,
	(b) Contract Data,
	(c) These General Conditions of Contract,
	(e) Scope of Work, and
	(f) Pricing Data



1.3.5	Replace Clause 1.3.5 with the following:			
	(a)	The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled.		
	(b)	The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.		
	(c)	The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.		
	(d)	In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.		
	(e)	The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.		
	(f)	All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.		
1.3.7	Replac	e Clause 1.3.7 with the following		
		ering into this contract, the Contractor waives any lien that he may have or acquire, estanding any other condition/s in this contract.		
3.2.3	Add to	Add to Clause 3.2.3 the following:		
		The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly <b>excluded</b> in respect of the following, unless same has been approved by the employer:		
		(a) Appointment of Subcontractors – clause 4.4.4;		
		(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5;		
		(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;		
		(d) Suspension of the Works – clause 5.11.2;		
		(e) Final Payment Certificate – clause 6.10.9;		



- (f) Issuing of mora notices to the Contractor clauses 9.1.1, 9.1.2.1 and 9.2.1;
- (g) Cancellation of the contract between the Employer and Contractor clauses 9.1.1, 9.1.2.1 and 9.2.1.
- (h) Any variation orders clause 6.3.1
- 2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.
- 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will *mutatis mutandis* be as stated in clause 10.1.4.
- 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof:

#### Clause 6.10.9 - Amend to read as follows:

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).

The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

#### Clause 10.1.5 - Amend to read as follows:

Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.

5. Insert the following under 3.2.3:

Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.

3.3.2.1 Amend Clause 3.3.2.1 to insert the word "plant" to read as follows:

Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.



3.3.2.2.3	Add to Clause 3.3.2.2.3 the following:
	All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following:
	All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows:
	Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows:
	Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:
	Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following:
	All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1:
	The documentation required before commencement with Works execution are:
	<ul> <li>Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3)</li> <li>Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6)</li> <li>Security (C1.0, Clause 6.2)</li> <li>Insurance/s (B6, Clause 8.6)</li> <li>insert other requirements</li> <li>insert other requirements</li> <li>insert other requirements</li> </ul>
5.3.2	Add to Clause 5.3.2:
	The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2:
	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:



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



5.40.0	Amand Olavas 5 40 O as 6 No.
5.16.2	Amend Clause 5.16.2 as follows:  No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows:  If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Amend first paragraph to Clause 6.3.1 as follows:  If, at any time before the issue of the <b>Practical Completion</b> , the Employer's Agent shall require any variation of the form, quality or quantity of the Works or any part thereof provided that such Variation Order shall not substantially alter the Scope of Work, he shall have power to order the Contractor to do any of the following subject to obtaining approval from the Employer (3.2.3):
6.5.1.2.3	The percentage allowance to cover overhead charges is 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF):  The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values:  The value of "x" is 0.15.  The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel)  The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel)  The urban area nearest the Site is Thohoyandou . (Select urban area from Statistical News Release, P0141, Table A)  The applicable industry for the Construction Material Price Index for materials / plant is n/a. (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5)  The area for the Producer Price Index for fuel is n/a. (Select the area from Statistical News Release, P0142.1, Table 1.)
	The base month is <i>n/a</i> . (The month prior to the closing of the tender.)



6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	Replace Clause 6.9.1 with the following:
	"Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall no be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1
	The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:
	<ul> <li>(a) Monthly Local content report,</li> <li>(b) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable)</li> <li>(c) Tax Invoice</li> <li>(d) Labour intensive report</li> <li>(e) Contract participation goal reports</li> <li>(f) Updated construction programme</li> <li>(g) Revised cash flows</li> </ul>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace "28 days" with "30 days" provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following:
	In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer's Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.
	In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.
	In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer's Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.



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



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



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



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



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



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

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

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



#### PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

#### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

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

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

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

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

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

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable



Tender / Quotation no: Error! Reference source not found. C 2.0 Payment of preliminaries [25.0] Contractor's selection Select Option A or B Where the **contractor** does not select an option. Option A shall apply **Payment methods** The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum. Option A which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, Option B a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works Lump sum contract Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations. C 3.0 Adjustment of preliminaries [26.9.4] Lump sum contract Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations. Contractor's selection Select Option A or B Where the contractor does not select an option, Option A shall apply. Provision of particulars The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his

selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

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

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer". Page 29 of 30 Version: 2023/04

For Internal & External Use

Effective date 4 August 2023



#### **Adjustment methods**

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

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

#### Failure to provide particulars within the period stated

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



# DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3<sup>rd</sup> Edition (2015)

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

With reference to the contract between \_

#### **FOR ATTENTION**

M.N Thema
Private Bag X9469
Polokwane
0699

Sir,

1.

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

		(hereinafter referred
	Wo for	is the <b>"contractor"</b> ) and the Government of the Republic of South Africa in its Department of Public rks and Infrastructure (hereinafter referred to as the <b>"employer"</b> ), Contract/Tender No: <b>PLKQ23/83</b> ; the <b>INSTALLATION OF TWO (2) AIR CONDITIONERS.</b> (hereinafter referred to as the <b>"contract"</b> ), (hereinafter referred to as the <b>"contract sum"</b> ).
	1 / V	Ve,
	in m	ny/our capacity as and hereby
	to a	(hereinafter referred as the <b>"guarantor"</b> ) advise that the <b>guarant</b> or holds at the <b>employer</b> 's disposal the sum of , ( ) being 10% of the <b>contract sum</b> (excluding VAT), for the due fulfilment of <b>contract</b> .
2.	1 / W	e advise that the <b>guarantor</b> 's liability in terms of this guarantee shall be as follows:
	(a)	From and including the date on which this guarantee is issued and up to and including the day before the date on which the last <b>certificate of completion</b> of works is issued, the <b>guarantor</b> will be liable in terms of this guarantee to the maximum amount of 10% of the <b>contract sum</b> (excluding VAT);
	(b)	The <b>guarantor</b> 's liability shall reduce to 5 % of the <b>value of the works</b> (excluding VAT) as determined at the date of the last <b>certificate of completion</b> of works, subject to such amount not exceeding 10% of the <b>contract sum</b> (excluding VAT);
	(c)	This guarantee shall expire on the date of the last final approval certificate.
3.	the e	<b>guarantor</b> hereby renounces the benefits of the exceptions <i>non numeratae pecunia; non causa ti; excussionis et divisionis;</i> and <i>de duobus vel pluribus reis debendi</i> which could be pleaded against enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves e conversant, and undertake to pay the <b>employer</b> the amount guaranteed on receipt of a written and from the <b>employer</b> to do so, stating that (in the <b>employer</b> 's opinion and sole discretion):
	(a)	the <b>contractor</b> has failed or neglected to comply with the terms and/or conditions of the <b>contract</b> ; or

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 "Tendere" Page 1 of 2
For Internal & External Use Effective date: 10 July 2023 Version: 2023/01



DPW-10.2 (EC): Variable Construction Guarantee - GCC GCC (2010) 2nd Edition 2010

#### Tender no: PLKQ23/83

SIGNED AT

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

\_\_\_\_\_ ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20

- (b) shall lapse in accordance with clause 2 (c) above.
- 9. This guarantee shall not be interpreted as extending the **guarantor**'s liability to anything more than payment of the amount guaranteed.

/	VITNESS		
		By and on behalf of	
		(insert the name and physical address of the guarant	
		NAME:	
		CAPACITY:	
		(duly authorised thereto by resolution attached mark Annexure A)	
		DATE:	
	No alterations and/or additions of the	wording of this form will be accepted.	
The physical address of the guarantor must be clearly indicated and will be regarded as the guaran domicilium citandi et executandi, for all purposes arising from this guarantee.			
	This GUADANTEE must be returned to	D:	



# DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3<sup>rd</sup> Edition (2015)

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

With reference to the contract between

#### FOR ATTENTION

M.N Thema
Private Bag X9469
Polokwane
0699

Sir,

1

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

	(hereinafter referred to as the "contractor") and the Government of the Republic of South Africa in its Department of Public Works and Infrastructure (hereinafter referred to as the "employer"), Contract/Tender No: PLKQ23/83, for the (hereinafter referred to as the "contract"), for the sum of R , (hereinafter referred to as the "contract sum").
I	/ We,
i	n my/our capacity asand hereby
" ( f T a tl	guarantor") advise that the guarantor holds at the employer's disposal the sum of R  being 5% of the contract sum (excluding VAT), for the due ulfillment of the contract.  The guarantor hereby renounces the benefits of the exceptions non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the employer the amount guaranteed on receipt of a written temand from the employer to do so, stating that (in the employer's opinion and sole discretion):
	the <b>contractor</b> has failed or neglected to comply with the terms and/or conditions of the <b>contract</b> ; or the <b>contractor</b> 's estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
р	subject to the above, but without in any way detracting from the <b>employer</b> 's rights to adopt any of the rocedures provided for in the <b>contract</b> , the said demand can be made by the <b>employer</b> at any stage rior to the expiry of this guarantee.
C	he amount paid by the <b>guarantor</b> in terms of this guarantee may be retained by the <b>employer</b> on ondition that upon the issue of the last <b>final approval certificate</b> , the <b>employer</b> shall account to the <b>uarantor</b> showing how this amount has been expended and refund any balance due to the <b>guarantor</b> .



DPW-10.4 (EC): Fixed Construction Guarantee - GCC GCC (2010) 2<sup>nd</sup> Edition 2010

Contract/Tender No: PLKQ23/83

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor**'s obligation shall not affect the validity of this guarantee.

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

NED AT	ON THIS	DAY OF	20
WITNESS			
15			
:			
By and on behalf of			
	(insert the name	and physical addres	s of the guaranto
	NAME:		
	CAPACITY: (duly authorised Annexure A)	thereto by resolutio	n attached marke
	DATE:		
No alterations and/or a	dditions of the wording of this form v	vill be accepted.	
The physical address of the guarantor must be clearly indicated and will be regarded as the guarant			
domicilium citandi et e	recutandi, for all purposes arising fro	m this guarantee.	
This GUARANTEE mus	t be returned to:		

Tender No:

# PG-02.1 (EC) PRICING ASSUMPTIONS - GCC 3<sup>rd</sup> Edition (2015)

Project title:	MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS		
Tender / Quotation no:	PLKq23/83	Reference no:	

### **C2.1 Pricing Assumptions**

#### C2.1.1 GENERAL

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

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

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

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

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

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

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

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

#### C2.1.4 PROVISIONAL SUMS

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

Tender No: PG-02.1 (EC) Pricing Assumptions - GCC GCC (2010) 2nd Edition 2010

For 'Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

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

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

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

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

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

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

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

#### C2.1.6 VALUE ADDED TAX

The contract sum must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities / lump sum document shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities. The rates must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary. All rates and amounts quoted in the Bill of Quantities

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

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



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

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

#### C2.1.9 CONTRACT DOCUMENTS

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

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

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

No. = Number % = Percent Sum = Lump sum **PCsum** = Prime cost sum Prov sum = Provisional sum

m<sup>3</sup>.km = Cubic metre - kilometre

Km-pas = kilometre - pass = square metre - pass m<sup>2</sup>.pass

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

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

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

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

#### C2.1.13 PAYMENTS

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

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

#### C2.1.14 ACCOMMODATION ON SITE

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

Tender No: PG-02.1 (EC) Pricing Assumptions – GCC GCC (2010) 2nd Edition 2010

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

#### Submission of Local Material Utilisation Reports is not applicable to this project.

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

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

#### C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

# C2.1.16.1 MINIMUM TARGETED LOCAL BUILDING MATERIAL MANUFACTURERS CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Manufacturers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.1. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

The Minimum Targeted Local Building Material Suppliers CPG is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Building Material Suppliers CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.2. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports

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

Page 5 of 9
For Internal & External Use

Effective date 5 September 2023

Version: 2023/05

Tender No: PG-02.1 (EC) Pricing Assumptions - GCC GCC (2010) 2nd Edition 2010

to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

The Minimum Targeted Local Labour Skills Development CPG is not applicable to this project.

Provision is made within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Local Labour CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.3. T Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### C2.1.16.4 MINIMUM TARGETED ENTERPRISE DEVELOPMENT: CONTRACT PARTICIPATION GOALS (CPG)

The Minimum Targeted Enterprise Development Contract Participation Goal is not applicable to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Enterprise Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.4. The provisional amount allowed is for the appointment of training coordinator, mentor, training service providers and training of the beneficiary enterprises. The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

#### C2.1.16.5 MINIMUM TARGETED TARGETED CONTRACT SKILLS DEVELOPMENT GOALS (CSDG)

The Minimum Targeted Contract Skills Development CPG is not applicable to this project.

A provisional amount has been allowed for within the Contract Participation Goal section in the Bill of Quantities for the Minimum Targeted Skills Development CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.5. The provisional amount allowed is for:

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

The provisional amount will be adjusted in accordance with the actual Contract Amount (Awarded tender amount excluding allowance, provisional amounts and VAT) of the awarded bid.

Tender No: PG-02.1 (EC) Pricing Assumptions – GCC GCC (2010) 2nd Edition 2010

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

The contractor shall complete a separate bill of quantities upon the award of the project and identification of the respective beneficiaries. The CPG value to be achieved will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

#### **Payment**

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

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

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

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

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (Table 2, Page 7)

Class of const 25 (3) of	Construction skills development		
Designation	Description	goal (CSDG) (%)	
CE	Civil Engineering	0.25	
CE and GB	Civil engineering and General Building	0.375	
EE	Electrical Engineering works (buildings)	0.25	
EP	Electrical Engineering works (infrastructure)	0.25	
GB	General Building	0.5	
ME	Mechanical Engineering works	0.25	
SB	Specialist	0.25	

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

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

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

Tender No: PG-02.1 (EC) Pricing Assumptions - GCC GCC (2010) 2nd Edition 2010

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

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

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

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

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

Table 3: The notional cost pf providing training opportunities per quarter

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No 48491 Government Gazette, 23 April 2023 (table 3, Page 9)

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

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

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

Contract amount R65 700 000 Contract duration 12 Months **CSDG** 0.50%

Minimum CSDG target 0,50% x R65 700 000 = R328 500 (Minimum requirement)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost/learner/year	Total Notional Cost over 12 months Contract
--------------	--------------------	--	-------------------------------	---

Tender No: PG-02.1 (EC) Pricing Assumptions - GCC GCC (2010) 2nd Edition 2010

Method 2: Workplace learning opportunities, with unemployed TVET graduates	1	R23 000	R92 000	R92 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	1	R61 500	R246 000	R246 000
Total	2			R338 000

#### C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

#### The National Youth Service Training and Development Programme is not applicable to this project.

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

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the National Youth Service Training and Development Programme CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.6.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

#### C2.1.16.7 LABOUR-INTENSIVE WORKS

#### Labour Intensive Works is not applicable to this project.

Where labour intensive work is specified in the Bill of Qualities and indicated by "LI" the contractor must price for and include in rates. Contractors are expected to use their initiative to identify additional activities that can be done labour-intensively to comply with the set minimum labour intensity target. Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the monthly reporting illustrating the value of the works executed under Labour Intensive Works CPG in the execution of this project as described in PG-01.1 (EC) SCOPE OF WORKS C3.7.7 and any other supplementary specifications.

Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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



# PG-01.1 (EC) SCOPE OF WORKS - GCC 3rd Edition (2015)

Project title:	MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS		
Tender no:	PLKQ23/83	Reference no:	

### C3. Scope of Works

#### **CONTENTS**

- C3.1 STANDARD SPECIFICATIONS
- C3.2 PROJECT SPECIFICATIONS

#### A: GENERAL

- PS-1 PROJECT DESCRIPTION
  PS-2 DESCRIPTION OF SITE AND ACCESS
  PS-3 DETAILS OF CONTRACT
  PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS
- PS-5 CONSTRUCTION PROGRAMME
- PS-6 SITE FACILITIES AVAILABLE
- PS-7 SITE FACILITIES REQUIRED
- PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC
- PS-9 OCCUPATIONAL HEALTH AND SAFETY
- PS-10 ADVERSE WEATHER CONDITIONS

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

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

#### C3.3 PARTICULAR SPECIFICATIONS

#### C3.4 STANDARD SPECIFICATIONS:

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

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

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



Tender No.: PG-01.1 (EC) Scope of Works – GCC GCC 3nd Edition (2015)

#### 3.5 PROJECT SPECIFICATIONS:

#### **Status**

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

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

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

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

#### 3.5.1 GENERAL

**PS-1** PROJECT DESCRIPTION:

**MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS** 

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

#### C3.5.3 PARTICULAR SPECIFICATIONS:

#### C3.6 STANDARD MINIMUM REQUIREMENTS

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

- C3.61 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No 48491 Government Gazette, 23 April 2023

### C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

Provision has been made within the Contract Participation Goal section in the Bill of Quantities for the respective CPGs. Prescribed Profit and Attendance percentages have been stipulated, all inclusive of associated costs to the contractor for implementation and allowance for submitting reports to the Employer's Representative on a monthly basis in terms of monthly and accumulative targets achieved with audited supporting documentation.

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

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

### C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

The Minimum Targeted Local Building Material Manufacturers CPG is *not applicable* to this project.

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020.

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in **insert applicable Ward/s**, **Municipal District**, **Town**, **City**, **Province**, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least insert applicable percentage, both in words and figures of the total value of materials purchased excluding VAT to be sourced from within insert applicable kilometerskm radius of the project site,
- (e) Material of at least **insert applicable percentage**, **both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** radius of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

#### C3.7.2 Minimum Targeted-Local Building Material Suppliers Contract Participation Goal

# The Minimum Targeted Local Building Material Suppliers CPG is *not applicable* to this project.

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

The Minimum Targeted Local Manufacturers of Material Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

A targeted supplier is a targeted enterprise that

- owns, operates or maintains a store, warehouse or other establishment in which goods are bought, kept in stock and regularly sold to wholesalers, retailers or the public in the usual course of business; and
- b) engages, as its principal business and in its own name, in the purchase and sale of goods. Note: Adapted from SANS 10845-7:2015, definition 2.14

Preference shall be given to the local material suppliers where feasible in the **insert applicable** Ward/s, Municipal District, Town, City, Province, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,
- (b) The none availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **insert applicable percentage**, **both in words and figures** of the total value of materials purchased excluding VAT to be sourced from within **insert applicable kilometerskm** of the project site,
- (e) Material of at least insert applicable percentage, both in words and figures of the total value of materials purchased excluding VAT to be sourced from within insert applicable kilometerskm of the project site.

Failure to achieve the minimum specified value as indicated in the CPG Bill of Quantity Section for Targeted Local Material Manufacturer participation will result in a **thirty percent (30%)** penalty of the prorate targeted value of materials not complied with, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

### C3.7.3 Minimum Targeted Local Labour Skills Development Contract Participation Goal

# The Minimum Targeted Local Labour Skills Development CPG is *not applicable* to this project.

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

The Minimum Targeted Local Skills Development Contract Participation Goal shall be achieved in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract..

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

Beneficiaries will be sourced from the insert applicable Ward/s, Municipal District, Town, City, Province for the full duration of the Construction Period, employed by either the principal contractor, sub-contractors or targeted enterprises. The total number of working days to complete the Works amount to insert number of working days as determined by the Construction Period working days. The minimum CPG participation for Targeted Local Labour Skills Development is insert applicable percentage, both in words and figures, expressed as a percentage of the total number of working days required to complete the Works. The contractor shall attain or exceed the CPG in the performance of the contract. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of R5 000 (Excluding VAT), per working day which training has not been provided to the workforce in attendance, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

# C3.7.4 CIDB BUILD PROGRAMME: Minimum Targeted Enterprise Development Contract Participation Goal

The Minimum Targeted Enterprise Development CPG is not applicable to this project.

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 — Condition of Contract. is to promote enterprise development by providing for a minimum Contract Participation Goal (CPG) of *insert percentage Min 5% and Max 30%* of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT) on selected contracts to be undertaken by joint-venture partners or to be subcontracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

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

The lead partner or main contractor shall dedicate a **minimum** *insert percentage Min 5% and Max 30%* of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to insert type of enterprises, e.g. General Building, Electrical, Mechanical, Plumbing, etc. .It could be either or any combination of all Enterprises.

Failing to achieve the targeted Contract Skills Development Goal will result in A) a thirty percent (30%) penalty of the value of the portion not achieved, excluding VAT, and B) the issuing of completion



certificates only after the completion certificate of achieving the skills development goal, countersigned by the relevant individuals has been submitted, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

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

#### C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

### C3.7.4.2 Management

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

### C3.7.4.3 <u>Competence Criteria for an Enterprise Development Co-ordinator</u>

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

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

### C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:



- Project interim reports in the specified format (ED105P) detailing interim values of the CPG that was achieved together with an assessment of the enterprise development support provided should be tabled and discussed at least monthly at progress meetings between employer's representative and the contractor:
- Project completion report in the specified format (ED101P) to the Employer's Representative for acceptance within 15 days of achieving practical completion. The report shall include the value of the CPG that was certified in accordance with the contract, cidb registration numbers of each and every targeted enterprise, and the value of the subcontracted works or of the joint venture entered into; and the participation parameter
- Enterprise development declaration (ED104P).

#### C3.7.4.5 The Key Personal

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

#### C3.7:4.6 Management Meetings

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

#### C3.7.4.7 Forms for contract administration

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

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

#### C3.7.4.8 Records

The contractor shall:

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

#### C3.7.4.9 Payment Certificates

The contractor shall:

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

#### C3.7.4.10 Compliance requirements

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

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

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

### 3.7.5 CIDB BUILD PROGRAMME: Minimum Targeted Contract Skills Development Goal (CSDG)

The Minimum Targeted Contract Skills Development CPG is not applicable to this project.

The contractor shall achieve or exceed in the performance of the contract the Contract Skills Development Goal (CSDG) established in the Standard for Developing Skills through Infrastructure Contracts (published in Government Gazette No 48491 of 23 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.

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

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

#### C3.7.5.1 Methodology

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

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

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

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

**Method 4:** structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council.

The contract skills participation goals, expressed in Rand, shall not be less than the contract amount multiplied by a percentage (%) factor given in Table 1 in the Standard for the applicable class of construction works.

Table 1: Contracting skills development goals for different classes of engineering and construction works contracts

	ruction works as identified in terms of Regulation 25 struction Industry Regulations 2004	Construction skills development goal
Designation	Description	(CSDG) (%)
CE	Civil Engineering	0.25



		ond Edition (2010)
CE and GB	Civil engineering and General Building	0.375
EE	Electrical Engineering works (buildings)	0.25
EP	Electrical Engineering works (infrastructure)	0.25
GB	General Building	0.5
ME	Mechanical Engineering works	0.25
SB	Specialist	0.25

The contractor shall apportion the learners in the different construction activities based on the scope of work. The cost of accommodating learners will be determined by using Table 2 in the Standard and this cost will be used to determine the value in Rand and will be added to the provision for training as provided for in the Preliminary and General section in the Bill of Quantities/Pricing schedules/Activity schedule.

Table 2: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

Type of Training	Provision for stipends	Provisions	Provisions for	Total costs		
Opportunity	(Unemployed learners only)	for mentorship	additional costs*	Unemployed learners	Employed learners	
Method 1	199					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000	
Method 2				· · · · · · · · · · · · · · · · · · ·		
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A	
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000	
Method 3						
P1 and P2 learners	R24 000	R20 000	R4 500	R48 500	N/A	
Method 4						
Candidates with a 3 year diploma	R37 000	R20 000	R4 500	R61 500	R20 000	
Candidates with 4 year qualification	R47 000	R20 000	R4 500	R71 500	R20 000	

Note: the required CPG will be recalculated based on the awarded tender amount and "Contract amount" once the beneficiaries have been appointed and actual costs are known. The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI. Should the rates increase after bid award or during construction the rates will be adjusted as a remeasuarble item.

- (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **insert applicable percentage**, **both in words and figures** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.
- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.

(g) One of the objectives of the project is to train **insert applicable number, both in words and figures** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

### C3.7.5.2 Management

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

  The successful contractor shall conduct entry and exit medical tests of all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates
- (k) The successful contractor shall provide personal protective equipment (PPE) to all part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates at the start of their employment on site.
- (I) Based on the agreed skills methods the contractor may employ part/full Occupational Qualification Learners and /or Trade Qualification Learners and/or Work Integrated Learners and/or Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

### C3.7.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME (NYS)

The National Youth Service Training and Development Programme is *not applicable* to this project.

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

Failure by the contractors to achieve the specified number to be trained in the NYS section of the CPG section within the Bills of quantities will result in a payment reduction as per bill of quantities per person, excluding VAT unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control.

#### C3.7.7 LABOUR-INTENSIVE WORKS

#### Labour Intensive Works is not applicable to this project.

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

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

### Employer's objectives:

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

#### Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

### Labour-intensive competencies of supervisory and management staff:

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined in Table 1

### C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

#### **Precedence**

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

### Hand excavateable material

Hand excavateable material is:

### a) granular materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very loose, loose, medium dense, or dense; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm:

#### b) cohesive materials:

- i) whose consistency when profiled may in terms of Table 3 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

#### Note

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

		ncy of materials wh	
GRANULAI	RMATERIALS	COHESIVE	MATERIALS
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

### Trench excavation

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



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

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

a) to ninety percent (90%) Mod AASHTO;

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

#### **Excavation**

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

#### Clearing and grubbing

Grass and bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.

#### Loading

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

#### Haul

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

### Offloading

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

### **Spreading**

All material shall be spread by hand.

#### Compaction

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

#### Grassing

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

#### Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

### **Manufactured Elements**

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

### C3.8 Submission of Accrual Reports



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

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

Submission of Monthly Local Material Utilisation Report (Local Content) is *not applicable* to this project.

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

Failure by the contractors to achieve the specified percentage of local content per designated industry/sector/sub-sector as listed will result in a thirty percent thirty percent (30%) penalty of the value not achieved, excluding VAT, unless the contractor can prove to the Employer's satisfaction that the non-achievement was beyond his/her control. Allowance must be made for submitting monthly reports illustrating the value of local material utilisation report.



# PG-03.1 (EC) SITE INFORMATION – GCC 3<sup>rd</sup> Edition (2015)

Project title:	MODIMOLLE VI	SS: INSTALLATION C	F TWO (2) AIR CONDITIONERS	
Tender no:	PLKQ23/83	WCS no:	Reference no:	

### **C4 Site Information**

Modimolle VISS



# **National Department of Public Works**

(Principal Client)

# **Health and Safety Site Specific Specification**

Submitted to:

<b>Contractor:</b>	

**FOR** 

**Site:** MODIMOLLE VISS: INSTALLATION OF TWO (2) AIR CONDITIONERS

**OFFICE OF THE REGIONAL MANAGER** 

**DEPARTMENT OF PUBLIC WORKS** 

Private Bag X9469

**POLOKWANE** 

0700

## Scope of work:

# The SANS 10400 –S :2011 must be used to construct/test INDEX:

- 1. This specification document (Construction regulation 2014, (7)(c)(1))
- 2. The Safety File
- 3. The Safety File Index
- 4. Incident / Accident reports / Wcl 2
- 5. Safety Committee and Minutes
- Monthly Safety Audit Reports (CR 2014 7(1)(c)(vii))
- 7. Letter of good standing (CR 2014 7(1)(c)(iv))
- 8. Health and Safety Organogram
- 9. contractor A's appointment letter as a Contractor
- 10. Legal Appointments
- 11. Operators Appointments (CR 2014 23(d)(i(ii))
- 12. List of Plant on Site
- 13. List of Contractors on Site
- 14 Mandatory Agreement with contractor
- 15. Contractors Mandatory Agreements
- 16. Contractors Specification Documents (CR 2014 7(c)(i)
- 17. Contractors Appointment Letters (CR 2014 7(c)(v)
- 18. Contractors Safety Plans (CR 2014 7(c)(vi)
- 19. Contractors "Letter of Good Standing." (CR 2014 7(c)(iv)
- 20. Plant Hire and Labour only Contractor's Mandatory Agreements
- 21. contractor A's Safety Plan (CR 2014 7(2)(a))
- 22. contractor A's Health & Safety Policy Document
- 23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))
- 24. Incident/Accident Reporting Policy/Procedure
- 25. Health and Safety Specification Document (This document)(CR 2014 ((7)(c)(i))
- 26. Fall Protection Plan (CR 2014 10(1))
- 27. Site Emergency Plan
- 28. Site Rules
- 29. Risk Assessments
- 30. Public Safety
- 31. Safety Awareness Program
- 32. Toolbox Talks
- 33. REGISTERS
- 34. Induction Training Register (CR 2014 (7)(5))

- 35. PPE Issue Register
- 36. Safety Harness Register
- 37. Hazardous Chemical Substance Register (CR 2014 (25)) including MSD certificates for all chemicals to be used on site
- 38. Ladder Register
- 39. First Aid Register
- 40. Lifting Equipment Register
- 41. Electrical Equipment Register
- 42. Fire Equipment Register
- 43. Scaffold Register including any hoist and rigging equipment (must have licences and load capacities certificates+ CoC,s)
- 44. Form & Support Work Register (CR 2014 12)
- 45. Explosive Actuated Fastening Devices Register (CR 2014 (21)(2)(g)(i))
- 46. CHECKLISTS
- 48. Electrical safety (CR 2014 (24)
- 49. Competency certificates (CR 2014 (1)(a))
- 50. Medical Certificates(CR 2014 7(1)(g))
- 51. Regulations applicable (CR 2014 7(3))
- 52. Covid 19 specification

Before you will be allowed to perform work on site you must adhere to all of the following as contemplated in the Occupational Health and Safety Act, Act no 85 of 1993, the Construction Regulation 2014 and this document: (and must have an approved H&S plan in place)

### 1. This specification document (Construction regulation 2014, (7) (c) (1))

You are required to compile your safety file the way we require in this document. You will not be to allowed to start working on site unless your safety file has been approved. Submit the file well in advance to enable our safety Department to audit and approve it, and if there are any discrepancies you will have ample time to rectify and re-submit.

This document requirement is that of what is written in the OHS Act. It also contains guidelines from

Departmental Enquiries, court cases and own Experience. The ultimate goal of this document is to direct you

to be legal and thereby keep us, contractor, the Principle Contractor, and the Client, legal and free from prosecution.

This document serves as our minimum requirements. We don't go overboard with safety. Nevertheless, this document is the law on site. Don't do less than what is described in this document. Don't fall victim to the new stupidity of propagating that, "if it is not specified in this document then we won't do it," or, "it is not explicitly mentioned in the OHS Act and therefore we will not do it."

### 2. The Safety File

- 1. Use a lever arch file to contain all the documents
- 2. Divide the documents with dividers of the plastic type, numbered 1 to 31. Use another set of dividers behind the first, if the one set is not sufficient.
- 3. Clearly identify the file with the words "Safety File" and the Company name printed on the side with letters big enough to read from a distance for anyone on site to recognise it as the safety file.
- 4. Always have the safety file available in the site office. It will be handed to the Client at site handover.

  It may never leave the site.
- All forms must be completely filled in and fully signed by all parties.
- 6. It must be clearly understood that all documents in the safety files are legal documents and must be treated as such. If corrections are made on any of the documents it must be initialled by all parties involved.
  No tipex are allowed.
- 7. All documents that are copies of the originals must be certified as a true and correct copy of the original.

### 3. The Safety file index

Laminate the file index to prevent it from tearing and it will last longer. Paste it in front of the file.
 The following is a sample of such an index. There may be items that you want to add or change to fit your style. You may do so.

- 2. Please note that we need you to keep all documents separate with dividers. It makes it easier to find during an audit and your day to day activities.
- 3. Also note that one person can be appointed for more than one designation. The site number, printed in red on the cover page, must be prominently printed on all your documents.

#### INDEX:

- 1. Incident / Accident reports / Wcl 2 forms / Annexure ones
- 2. Safety Committee Meeting Minutes (Supplied by contractor)
- 3. Monthly Safety Audit Reports (We will audit you monthly) (CR 2014 (7) (c) (vii))
- 4. Letter of Good Standing (CR 2014 (7) (c) (iv))
- 5. Health and Safety Organogram
- 6. Contractor A's appointment letter as a Contractor (CR 2014 (7) (c) (v))
- 7. Legal Appointments With proof of Competency & Medicals
- 8. CEO Delegation of Duties (16.2)
- 9. Construction Manager (CR 2014 (8) (1))
- 10. Assistant Construction Manager (CR 2014 (8) (2))
- 11. Construction Safety Officer (CR 2014 (8) (5) (6))
- 12. Construction Supervisor (CR 2014 (8) (7))
- 13. Assistant Construction Supervisor (CR 2014 (8) (8))
- 14. Risk Assessors (CR 2014 (9) (1))
- 15. Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- 16. Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- 17. Excavation Supervisor (CR 2014 (13) (1) (a))
- 18. Scaffold Supervisor (CR 2014 (16) (1))
- 19. Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5)
- 20. Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1)

- 21. Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- 22. Fire Equipment Inspector (CR 2014 (29) (h))
- 23. Fall Protection Planner (CR 2014 (10) (1) (a))
- 24. Safety Representatives (OHS Act (17))
- 25. List of Plant on site
- 26. Blank Appointments
- 27. Accident Register
- 28. Principle Contractor Mandatory Agreement
- 29. Plant Hire & Labour Only Mandatory Agreements
- 30. Fall Protection Plan (CR 2014 (10) (1))
- 31. Principle Contractor Safety Specifications (CR 2014 (7) (c) (1))
- 32. Safety Plan (CR 2014 (7) (c) (x))
- 33. SHEQ Policy
- 34. Risk Assessment Plan
- 35. Contractor Accident Reporting Procedure
- 36. Contractor Incident Reporting & Investigation Policy
- 37. Rigging and hoisting equipment load tests certificates
- Pressure test certificates

For your documents that you are using daily, we suggest you open a separate file. The following is a sample of such a file index. There may be items that you want to add or change to fit your style. You may do so. Please again note that we are keeping all documents separate with dividers.

#### INDEX:

### 1. Registers:

- Toolbox Talks
- PPE Issue Register
- Hazardous Chemical Substance Register
- Safety Harness Register
- · First Aid Register
- Incident/Accident Register
- Lifting Equipment Register
- Earth Leakage Testing Register
- Electrical Equipment Register
- · Fire Equipment Register
- Scaffold Register
- Form & Support Work Register
- Explosive Powered Tool Register

### 2. Checklists:

- Electrical Extension Cords Checklist
- Safety Harnesses Checklist
- · First Aid Boxes Checklist
- Lifting Equipment Checklists
- Fire Equipment Checklist
  - Formwork
- lifting and hoist Equipment Checklists

### 3. Temporary, Electrical, and DB Box Checklist:

- Electric Drills Checklist
- Angle Grinder Checklist
- Skill Saw Checklist

- Ladder Checklist
- Scaffold Checklist
- Link stick
- Jump suite
- Gloves
- Fire Extinguisher Checklist
- formwork

### 4. Excavation Checklist:

- Form and Support Work Checklist
- Gas Welding & Cutting Checklist
- Hand tools Checklist

It must be clearly noted that we do not accept registers that are also a checklist. We herewith clearly state that the registers and checklists are separate forms and must be utilised as such.

### 4. Incident / Accident reports / Wcl 2

All incidents and accidents where someone was hurt, there was damage or illness, must be reported to our Safety officer

Do not hide any accidents from us. We need to know about any incidents in order for us to assist you in preventing a similar incident. We have no blame but retrain policy. You are to familiarise yourself with our incident/accident reporting procedures.

### 5. Safety Committee and Minutes

We have established a Health and Safety Committee. You must nominate one person from your management and one person from your Safety Reps to serve on our safety committee. Whether you qualify to have a Safety Rep or not. We will supply the appointment letters and appoint them on the safety committee. Every Contractor must be represented on our safety Committee and be involved in safety on site. The safety meeting will be held monthly. Minutes will be kept and distributed to you for filing in your safety file. The Client, NDPW representative will sit in on some of the meetings as an observer.

### 6. Monthly Safety Audit Reports (CR 2014 7(1) (c) (vii))

We will do a full health and safety audit on your safety file and your activities every month. The results and the report must be

filed by you in the safety file. Discrepancies must be action Ed within a week and signed off on the audit report. You must also do monthly safety audits on yourself. The reports must be filed in your safety file.

### 7. Letter of good standing (CR 7(1) (c) (iv)) 2014

You are to ensure that a letter of good standing with the Workman's Compensation Commissioner is current and kept in your file as proof that you are registered and in good standing with the compensation fund, or with a licensed compensation insurer prior to work commencing on site. (At least two weeks before arriving on site). If your letter has expired, your workers on site are not insured and work will be stopped until such time as you are in good standing with the Workman's Compensation Commissioner again. Contractor will not take responsibility on our Workman's Compensation insurance for your workforce.

### 8. Health and Safety Organogram

You must have a health and safety organogram in your safety file. It must always be kept up to date and current.

### Contractor A's appointment letter as a Contractor

It is your duty to ensure that your appointment letter as a Contractor is in the safety file.

### 10. Legal Appointments

All your appointment letters must be properly signed by all parties involved. It must also be completely filled in with no blank spaces. The name of the appointment must be clearly written on the appointment. Proof of competency (Construction Regulation 2014 (1) (a)) must be attached to the back of the appointment letter. Proof of competency may be proven with degrees, diploma's, certificates and/or a short abbreviated CV as per the following example. A medical certificate (Construction Regulation 2014 (7) (8)) must be attached behind the proof of competencies. We do not accept appointment letters that has two designations on it. Each designation must have its own appointment letter.

### Sample abbreviated CV:

Project name	year	period	Contract amount	Your position

The following appointments must be made by you. Remember that in most cases one person can be appointed for more than one appointment:

- \* CEO Delegation of Duties (16.2)
- \* Construction Manager (CR 2014 (8) (1))
- \* Assistant Construction Manager (CR 2014 (8) (2))
- \* Construction Safety Officer (CR 2014 (8) (5) (6))
- \* Construction Supervisor (CR 2014 (8) (7))
- \* Assistant Construction Supervisor (CR 2014 (8) (8))
- \* Risk Assessors (CR 2014 (9) (1))
- \* Temporary Works Designer & Inspector (CR 2014 (12) (1) & (3) (f))
- \* Temporary Works Supervisor (CR 2014 (12) (2) & (3) (a))
- \* Scaffold Inspector (SANS 10085-1:2004 Edition 1.1 (14.5)
- \* Crane operators (including their competency certificates)

If you are going to erect your own scaffolding, you need to have a scaffold inspector and the following three scaffold appointments.

- \* Scaffold Supervisor (CR 2014 (16) (1))
- \* Scaffold Team Leader (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- \* Scaffold Erectors (SANS 10085-1:2004 Edition 1.1 (14.4.1)
- \* Temporary Electrical Installation Controller (CR 2014 (24) (c))
- \* Fire Equipment Inspector (CR 2014 (29) (h))
- \* Fall Protection Planner (CR 2014 (10) (1) (a))

- \* Safety Representatives (OHS Act (17))
- \* First Aiders
- \* Crane operators

# 11. Operators Appointments (CR 2014 23(d) (i (ii))

All operators must be appointed with a letter of appointment. The letter of appointment is actually a letter to authorise that person to operate the plant, equipment or tool.

- \* The letter must be properly signed by all parties involved. The name of the appointment must be clearly noted on the appointment.
- \* The operator must have a competency certificate from, or sent for training at, an accredited training provider.
- \* The certificate of competency must be attached to the back of the appointment letter.
- \* The operator must be in possession of a valid medical certificate declaring the operator medically fit to operate the plant, equipment or electric tool, as per the Construction Regulations 2014 (7) (8) & Annexure 3.
- \* If an operator has no competency certificate, they won't be allowed to operate the plant. If an operator has no medical certificate, they won't be allowed to operate the plant.
- \* Copies of original documents must be certified as being a true and correct copy of the original document.

### 12. List of Plant on Site

You must paste a list of all plant on site in the safety file. It must always be kept up to date and current.

### 13. List of Contractors on Site

If you have contractors, you must paste a list of all Contractors on site in the safety file. It must always be kept up to date and current.

### 14. Mandatory Agreement with contractor

We will see to it that a mandatory agreement is signed and entered into with contractor and contractor A. This agreement must be properly signed and all pages must be initialled by all parties. It refers to Section 37 1 and 2

### 15. Contractors Mandatory Agreements

It is contractor A's duty to see to it that a mandatory agreement is signed and entered into between contractor A and all their contractors on site before they come onto site. These agreements must be properly signed and all pages must be initialled by all parties. These mandatory agreements must be done in duplicate. One properly signed copy must be filed in your safety file. The other copy must be filed in the Contractors safety file. You must come to an agreement regarding the Safety Rep and the first aid arrangements with the Contractors. These arrangements must be written in the mandatory agreement. These arrangements are as follow; they must have at least one trained Safety Rep and at least one trained First Aider, whether they qualify to have one or not.

### 16. Contractors Specification Documents (CR 2014 7(c) (i)

Each one of your Contractors must be issued with a health and safety specification document written by contractor A.

Remember you must issue a site specific, and a job specific health and safety specification document. We don't want to see generic specification documents. We also don't want to see this document passed onto your Contractors as your specification document to them. Write your own. Contractors must sign for their specification documents.

### 17. Contractors Appointment Letters (CR 2014 7(c) (v)

Each one of your Contractors must be appointed in writing as a Contractor. The original letter where contractor A informed the Contractor of the allocation of the tender to them would suffice. These documents must be filed in your safety file. Copies of these documents must also be filed in the Contractors safety files by the Contractors.

# 18. Contractors Safety Plans (CR 2014 7(c) (vi)

All your Contractor's safety plans must be scrutinised by you and if in line with this document, the OHS Act and the Construction Regulation 2014, it must be approved by you in writing. The approval letters must be filed in the Contractors safety file and copies thereof in yours.

### 19. Contractors "Letter of Good Standing." (CR 2014 7(c) (iv)

None of your Contractors may be allowed to perform any work unless they submit a valid "Letter of Good Standing" as proof that

they are in good standing with the Workman's Compensation Commissioner. These letters must be filed in the Contractor's safety files and the validation dates closely monitored.

# 20. Plant Hire and Labour only Contractor's Mandatory Agreements

This is a very controversial subject. Are they contractors or not? This is how we want you to handle the situation. If you hire a TLB from a person or a few tippers from another, and you want to treat them as a plant hire company and not a Contractor, then we require you to enter into a mandatory agreement with them. In the agreement you must clearly state that the operators are under your full management and control. You must also clearly state that contractor A takes full responsibility for the operators under their Workman's Compensation insurance. Labour Only's must be treated in the same manner. It is clearly stated that all plant hire companies cannot be treated this way just to avoid them having a safety file. We're talking one or two plant being hired. All the pages of the mandatory agreements must be initialled by all parties. It must also be properly signed by all parties.

# 21. Contractor A's Safety Plan (CR 2014 7(2) (a))

In answer to this safety specification document, contractor A must submit a safety plan on exactly how you plan to implement and manage health and safety on the site. The safety plan must address and reference to all items mentioned in this safety specification document. The safety plan will be scrutinised by contractor and after we familiarised ourselves with the content, and only after we are satisfied that will be compliant to the OHS Act, the Construction Regulation 2014 and this specification document, will we issue an approval letter for your submitted safety plan. The approval letter must be filed with your safety plan in your safety file. Please be advised that your safety plan must be signed by contractor A's Chief Executive Officer.

#### WARNING:

- 1 Do not submit a generic safety plan. It must be special ally design for your project
- 2 Do not submit a safety plan that says some items in your plan may not be applicable to the site. that makes it generic. Make it site and job specific. We don't want to pick which items are applicable.
- 3 If your safety plan is approved, you are obliged to implement everything mentioned in your safety plan.
- 4 Construction Regulation 2014 (7) (1) (c) (vi)) explicitly says that we must take steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site.

### 22. Contractor A's Health & Safety Policy Document

You must paste your health and safety policy document in the safety file.

# 23. Risk Assessments Plan/Policy/Procedure (CR 2014 (9))

You must file your signed site specific risk assessments plan/policy/procedure in the safety file. The plan/policy/procedure must be communicated to all persons on site and record there-of must be kept.

Your assessment must be more or less have the basic matrix as shown below see tables

BASELINE RISK MA	ATRIX		HAZARD EFFE	CT / CONSEQUENCE	
Loss type	1 Insignificant	2 minor	3 moderate	4 major	5 catastrophic
Time line	No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	may result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget	No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment return NPV loss	Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality	No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that requires immediate management action	Significant quality issues that requires senior project management interaction	Significant quality issues that requires sponsorship intervention with significant resource and cost implications for rework
Safety / health	First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
environment	Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
Legal & regulatory	No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts

**RISK RATING** 

LIKELIHOOD

The unwanted event has

Reputation /social / community	Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	considerable impact - regional public concern	National impact - national public concern	International impact - international public attention
--------------------------------	---	--	--	--	--

		frequently; has a 90% and higher probability of reoccurring				6 Significant	20 Significant	23 High		25 High	
		The unwanted event has a probability of between 60% and less than 90% of occurring		n 7 Medium		12 Medium	17 Significant	21 High		24 High	
3 Po	ssible	The unwanted event has a probability of between 30% and less than 6 occurring	60% of	4 Low		8 Medium	13 Significant	t 18 Significant		22 High	
2 Un	likely	The unwanted event has a probability of between 1% and less than 30 occurring	)% of	2 Low		5 Low 9 Medium 14 Signific		14 Significant	nt 19 Significant		
1 Raı	re	The unwanted event has never occurred, has a probabil less than 1% of occurring		1 Low		3 Low	6 Medium	10 Medium	15 S	ignificant	
NO	HAZARD ITEM SITE ESTABILSHME	RISK ASSOCIATED WITH HAZARD	CONC	EQINCES	RISK REVIEW	HOW IS HAZ	ARD TO BE DEALT	BY WHOM		BY WHEN?	
1.1	incompetent persons - incorrect stacking - procedures during site establishment	Injuries during off loading     Cuts and burns     Rushed activities     Incorrect supervision     Trip and fall     Cuts     Collapsing of stacks	injurie: - Dro equipr - Phy - Los injuries - Mec treatm - Pote	opping of ment ysical injuries at Time s dical ent cases entially fatal	6	employees cor Contractor approved prior to site es Site specifimust be followed Site –inducall employees to the specific hazar Employees correct PPE before w All workers declared	must be issued with	- Construction Manager - Construction	•	During site establishme nt	
1.2	OFFLOADING HEAV EQUIPMENT AND CONTAINERS P/C SITE ESTABLISHMENT	YY - Defective mobile crane can cause accidents - Adverse weather conditions - Untrained personnel/ Operators - Unsafe hooking	and fat Dan propert equipm Pote foot inju	mage to ty and nent ential hand &	19	level ground.  • Stacking to competent supervisor.	be stacked on firm and be supervised by a storage area to be	- Construction Supervisor - CHSO - Construction Manager		During site establishme nt	

	unstable load		All unstable stacks to be dismantle		
			and		
1 1			stacked over		
			Load test certificate will be		
	1	free land	submitted to		
		THE STATE	the client.		
1 1			Rope certificates must be		1
		-	submitted to		
		5-1 1 / 9	the client.		
		7 70	Safe load indicator must be in		
			good working order.		
		PER TEN	Over wind device must be in place		
		Marie III	and in		
		1 2 2 2 2 2 2 2	working order.		
		- Table 1	Daily checks as per checklist by		
			operator.		
		1 3 8 2 3	· Checklist signed by supervisor	•	
		3.00	and filed by		
			safety officer.		

LIST OF COMMEN RISKS ON THIS PROJECT SUBJECTED TO CHANGE: These risks must be tableted; see above tables for reference and then put the risk and then the remedial action for the following list of risks

### You may add to the list of risks in your risks analyses

- Concrete works
- Formwork
- Reinforcement
- Dust and noise pollution
- Debris removal
- Handling of materials
- Temporary supports to openings through existing walls
- Electrical strip and making safe work and all other electrical works
- Demolitions
- Breaking up and removal mass concrete aprons and ramp
- Removal of floor and wall tiles ,floor covering
- Ironmongery removal of locks handles
- Removal of glass and related glazing work including a safety glass installation
- Removal of all water pipes and reinstall copper pipes
- Laying and backfilling of pipes and electrical supply cables
- Plumbing and drainage
- Paintwork including sanding and cleaning
- Tree removal
- Excavating
- Soil poisoning
- Form work ,scaffolding ,rigging including hoists and cranes
- Gas reticulation and appliance installations
- paintwork

General

### 24. Incident/Accident Reporting Policy/Procedure

You must paste our incident/accident reporting policy/procedure document in your safety file.

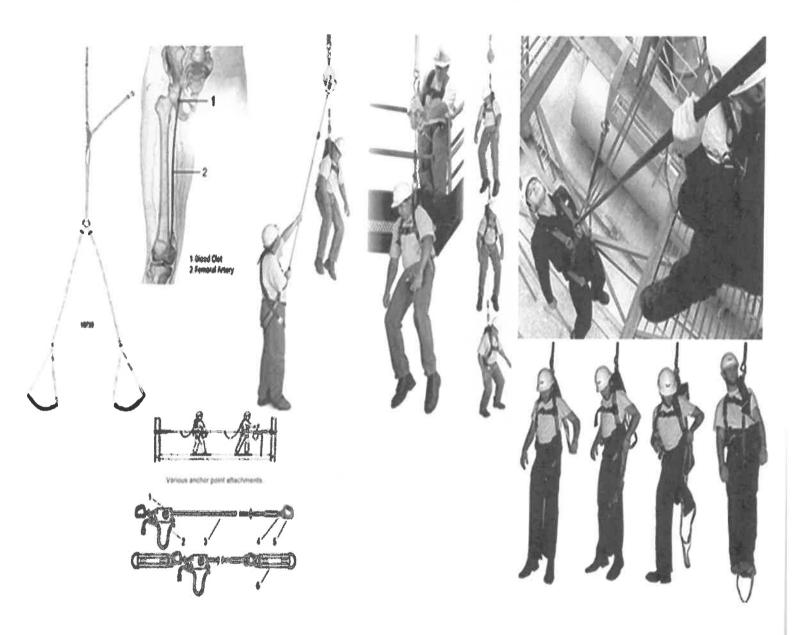
# 25. Health and Safety Specification Document (This document) (CR 2014 ((7) (c) (i))

This specification document must be signed by your CEO and filed in your safety file.

### 26. Fall Protection Plan (CR 2014 10(1))

You must have a fall protection plan in your safety file. The plan must be developed by your appointed Fall Protection Planner. Your fall protection plan must be site specific and practically viable and must cover this sites anticipated fall hazards for your Work area. Do not submit a generic fall protection plan, we know them all. All persons in your employment on site must be trained in fall protection plan.

The attendance register for the training must be attached to the fall protection plan. The plan must also contain a rescue plan for workers hanging from a height in a harness. You only have five minutes to rescue the person hanging from a harness. Your plan should include a practical rescue plan and equipment. Persons executing the rescue plan must be Trained in the plan. Your site management must endorse (sign) the plan.



## 27. Site Emergency Plan

You must familiarise yourself with the site emergency plan developed by contractor. All your employees on site

Must be trained on the site emergency plan. The attendance registers for the training in the site emergency plan

Must be signed and filed in your safety file. The emergency plan is pasted on the notice board on site.

Emergency numbers is also prominently displayed on the notice board.

### 28. Site Rules

Our site rules, applicable to this site, are pasted on the notice board for everyone to have access to it. All your Employees on site must be trained in our site rules. The attendance registers for the training in the site rules Must be signed and filed in your safety file.

### 29. Risk Assessments

All your tasks performed on site must be backed by a risk assessment which determined the risks, the hazards And determines the best preventative measures to minimize the risks and hazards. All the risk assessments must have:

- 1 The site name on the risk assessment.
- 2 The date on the risk assessment.
- 3 The person/s name/s that did the risk assessment and their signatures.
- 4 Managements signature as proof of their endorsement and knowledge of the assessment.
- 5 An attendance register as proof that your employees were trained in the risk assessment.

### 30. Public Safety

The site is securely barricaded to keep members of the public from entering the site. The entrance to the site Has access control. Make sure your visitors to the site signs the visitor's book and follow signage directing all Visitors to the site office.

### 31. Safety Awareness Program

Poster is displayed in conspicuous places on site depicting various safety tips. Make your employees aware of Them

### 32. Toolbox Talks

You will do a safety talk with your employees once per week and it must be recorded as proof that you have Done so. The Toolbox talk attendance register must be filed in the safety file. Each person on site must attend a toolbox talk at least once per week. You must force the contractors to also do toolbox talks once per week and they must also keep record thereof. Topics must be meaningful, not just, e.g. "PPE" or "Safety." It must be Specific and really meaningful. Toolbox talks must be signed by the facilitator and signed off by management.

### 33. REGISTERS

Do not use checklists as registers. You must have a separate document that serves as a checklist and a separate Document as a register. A register is not a checklist and vice versa. A register is documents where you list all the items you have in stock.

### 34. Induction Training Register (CR 2014 (7) (5))

We, contractor, the Principal Contractor, will do the site specific induction training with everyone on site. All Induction training will be recorded by us in the induction training register. ID numbers will also be noted, so keep them close by. No person or employee will be allowed or permitted to work on the site, unless such an employee or person has undergone the site's health and safety induction training, pertaining to the hazards prevalent on the site at the time of entry. It is your responsibility to ensure that all your employees on site has indeed undergone the said induction training before they start working

### 35. PPE Issue Register

You must issue your employees with the prescribed PPE free of charge. Hard hats, Overall, Steel point safety Shoes are compulsory on site. You will keep a PPE issue Register and record all PPE Issued thereon. ID numbers must also be noted. All persons must be trained in the care and correct use of their PPE. PPE issued must be backed by a risk assessment.

### 36. Safety Harness Register

All your harnesses must be numbered and recorded on register. You must have a separate document that serves as a checklist. A register is not a checklist and vice versa. If you issue safety harnesses you must make the employee sign for it and you must train them in the proper use thereof and keep record of the training.

### 37. Hazardous Chemical Substance Register (CR 2014 (25))

All hazardous chemical substances must be listed and controlled on a register. These chemicals must be stored in a well-ventilated secure storage facility on site. Most of these chemicals on site is flammable and must be stored in your flammable goods store. These are samples of storage facilities for hazardous chemical Substances.





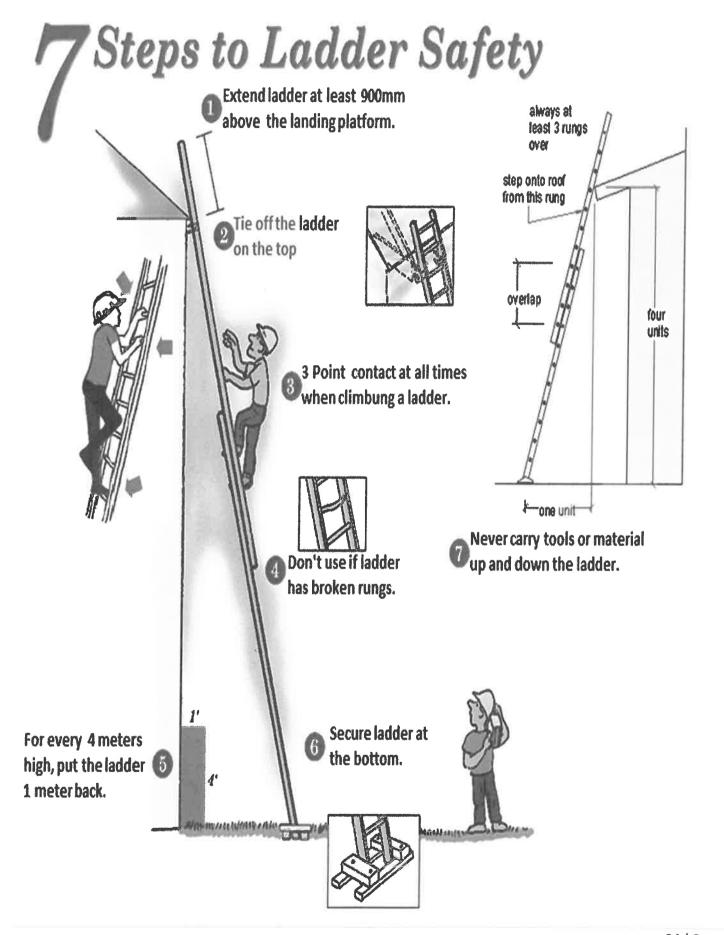
## 38. Ladder Register

All your ladders must be numbered and listed on a "Ladder Register" and this register must be kept up to date.

No self-made ladders will be allowed on site. Study the seven rules of ladders and make sure your employees strictly adhere to it.







#### 39. First Aid Register

All your first aid incidents must be recorded in your first aid register. It must also be reported to our Safety Officer.

### 40. Lifting Equipment Register

All your lifting equipment must be listed on a Lifting Equipment Register. All lifting equipment must be Inspected on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

## 41. Electrical Equipment Register

Your electrical equipment must be numbered and listed on an electrical equipment register. Each one of these items on the register must be inspected on their own checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist. Checklist must have all equipment e.g. safety harness, link stick, gloves, jump suite ect.

# 42. Fire Equipment Register

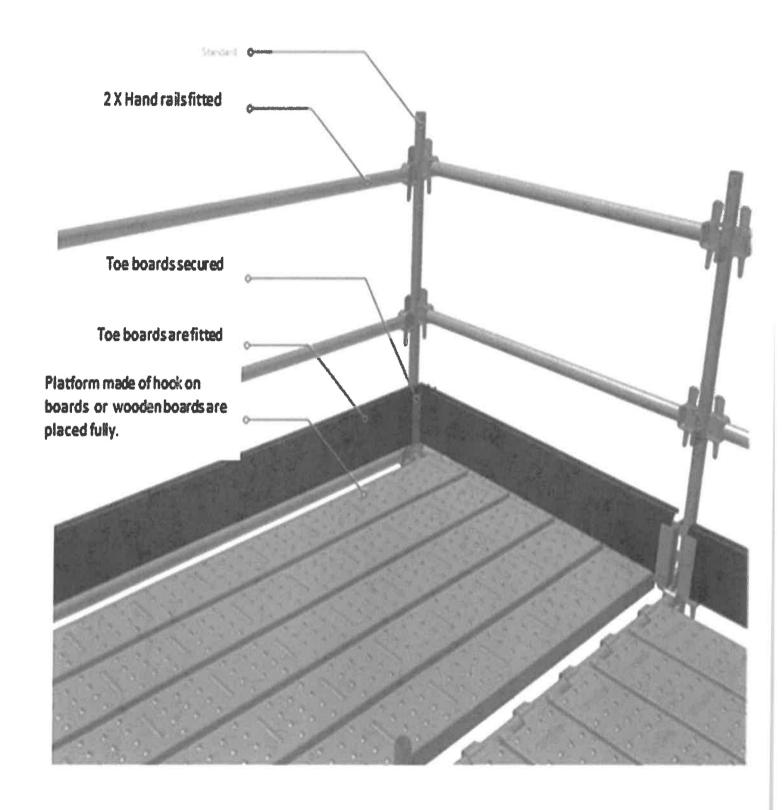
All your fire equipment must be numbered and listed on a fire equipment register. All fire equipment on register must be inspected monthly on a separate checklist. The checklist must be signed by the person doing the check and signed off by management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

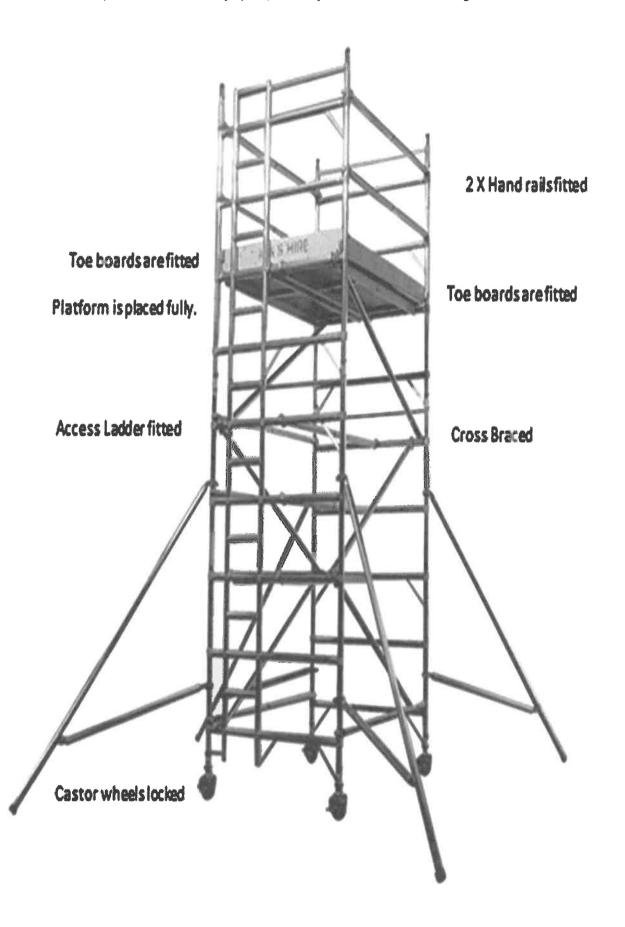
### 43. Scaffold Register

All you're scaffolding on site, whether completed or not, certified safe or not, must be listed on a register. All Scaffolding on your register must be inspected daily, or if any changes on the structure was made. This must be

done on a separate checklist. The checklist must be signed by the person doing the check and signed off by Management. Any discrepancies noted must immediately be actioned and action taken must be noted on the checklist. No discrepancy may be carried over to another checklist.

Scaffolding must at least be of the standard shown underneath. Make sure that all your employees are trained in the illustrations and scaffold rules underneath.





No person may use any scaffold if it isn't declared safe for use and tagged with a tag, simular to this tag, tied to the scaffold.



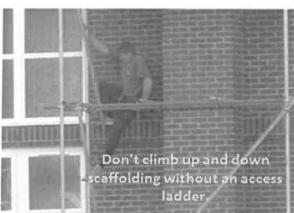




No person may use any scaffold if it is tagged with a tag, simular to this tag, tied to the scaffold.

. . . . . . . .







#### 44. Form & Support Work Register (CR 2014 12)

All your form and support work must be listed on a form and support work register. All form and support work on register must be inspected and certified by a competent person before pouring of any concrete.

### 45. Explosive Actuated Fastening Devices Register (CR 2014 (21) (2) (g) (i))

Your explosive powered tool and the cartridges must be listed and controlled on an explosive powered tool register.

#### 46. Gas registers

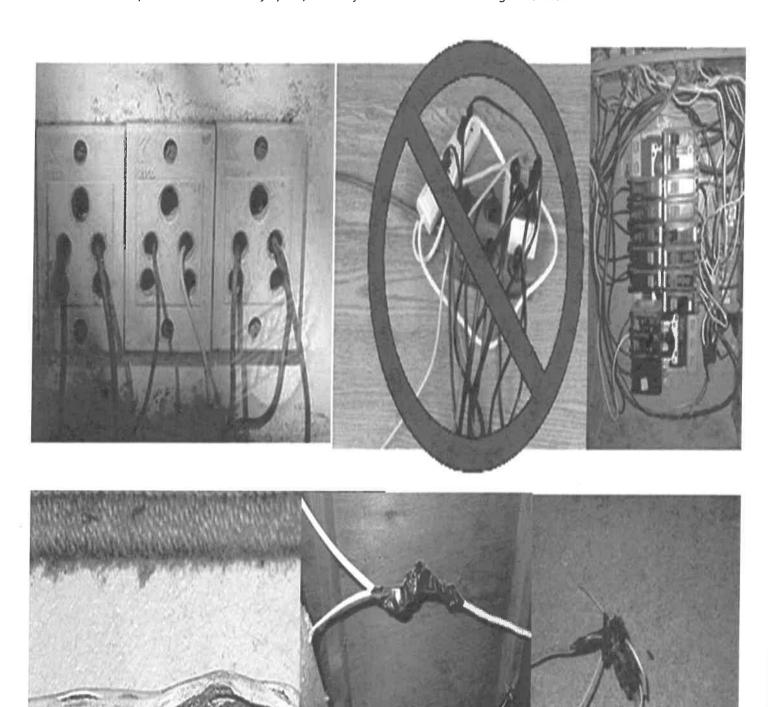
Gas must be registered to ensure there's not more gas on site as necessary this gas include AC refill gas and nitrogen

#### 47. CHECKLISTS

Checklists must be done daily, weekly or monthly depending on the type of checklist. If an item on a checklist is "OK" or "correct," the block must not be ticked, it must be initialled. The person doing the checks must initial in the block. Any discrepancies must be marked with a cross and then action ed immediately by your Construction supervisor. All checklists must be dated. All checklists must be signed by the person doing the checklist. Your Construction Supervisor must sign off the checklist. The checklist must be kept in the file for record and auditing purposes. In this document we supply a long list of possible checklists that could be used on site. Our advice is for you to have as much checklists as possible, to cover yourself.

### 48. Electrical safety (CR 2014 (24)

We take electrical safety very seriously. The following are examples of common unsafe electrical practices we don't want to see on our site



No joints are allowed on electric extensions cords. DB boards must have a COC certificate. We don't want to see any exposed wires like we see in the photo.

### 49. Competency certificates (CR 2014 (1) (a))

Where-ever this specification document prescribes a "competent" person, we will need a competency certificate issued by an accredited training service provider. All competency certificates must have the required criteria lay down by SAQA and the National Qualifications Forum (NQF), for the issuing of certificates in South Africa. All certification documents, whether a certificate or a letter, must at least, have the following criteria: Issue d

- Expiry date
- At least two signatures
- One signature the Assessor who assessed the certificate holder
- Assessors registration number at the NQF
- Certificate number
- Contact telephone number where we can verify the authenticity of the certificate.
- Certificate holder's full names and surname
- ID Number of certificate holder

# 50. Medical Certificates (CR 2014 7(1) (g))

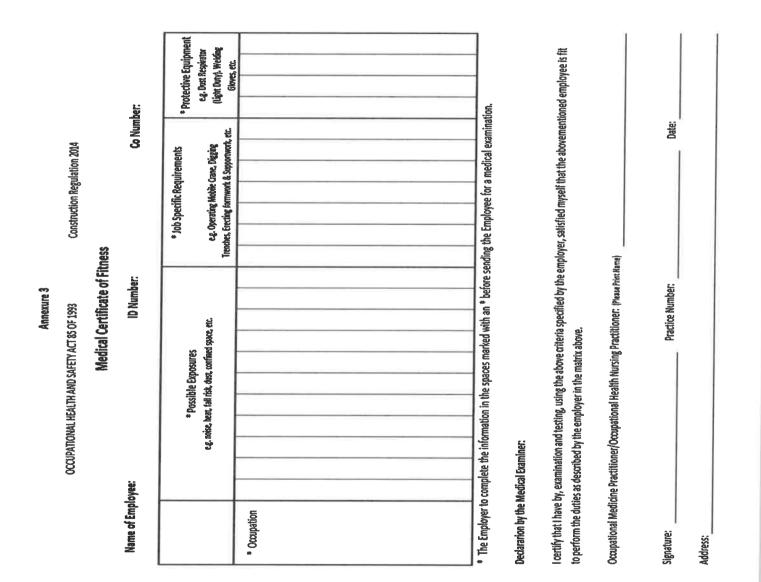
All your employees must have a medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of the attached Annexure 3.

### 51. Regulations applicable (CR 2014 7(3))

Where contractor appoints another contractor to perform construction work, the duties determined in the Construction Regulations 2014 that apply to the principal contractor apply to the contractor, as if he or she were the principal contractor. Your file must be submitted to us for approval, well in advance, prior to you coming on site. (At least two weeks) This will prevent delays. You will not be allowed to start working on site unless our safety department gave their approval on the successful implementation of the above.

This document serves as a guideline on how we want you to manage the safety program on site. It is common sense and common knowledge that the OHS Act and the Construction Regulation 2014, must be read, and implemented, in liaison with this document and all its requirements. These three are the standards we will use when we audit your safety system.

#### See table next page



### 52. Covid 19 specification:



##

Addendum to the health and safety specification document.it form a part of the Health and safety specification this specification will only form part of the contract if new legislation require it so, but it must be taken in account and must be priced for.

COVID-19 pandemic prevention measures to be taken				
Site Name:				
Principal Contractor Name:				
Contractor Name:				
Date:				
WCS /tender number:				
Approval + official details that approved the document:				

#### Background:

You are going to start working on the site soon as it is allowed. That means you must have a Covid - 19 management plan that form part of your health and safety plan, as an addendum, in your safety file. The Covid - 19 management plan must be developed by a competent person.

Your Covid - 19 management plan must be site specific and practically viable and must cover this sites anticipated areas where infections are likely to occur on your site area. All persons in your employ on site must be trained in your Covid - 19 management plan. The attendance register for the training must be attached to the Covid - 19 management plan.

Your CEO and site management must endorse (sign) the Covid - 19 management plan.

#### Your Covid - 19 management plan must contain at least the following:

- a. A schematically drawing of the actual work area and where the actual work will be performed.
- b. Health Risk Assessment:
  - This risk assessment must form part of your management plan. We do not want it as a separate document. It must physically form part of the Covid 19 management plan. Bind it within the plan document.
  - ii Different areas in the workplace might require different methods of safeguarding the employees. In that case specify the area and determine the risks and mitigating measures of that specific area.
- c. What are the symptoms and how to identify them in the workplace?
- d. Screening of workers. How will it be done and when?
- e. If someone is suspected of having the Covid -19 virus, what will the procedure be?
- f. If an employee suspects that he/she has contracted the virus, what would the procedure be?
- g. What PPE will be issued and when?

#### Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014

- h. Quarantine:- self quarantine, forced quarantine, what will your procedure and policy be?
- i. Working from home guidelines. (When, who, etc.)
- j. Safe travelling to and from work.
- k. How will you safeguard meetings? Precautions during meetings?
- I. Hygiene in the workplace:

#### This specs was developed for Construction sites.

#### Page 2

- i. Disinfecting workplace, tools, facilities, etc.
- ii. Disinfecting hands and body parts.
- iii. Methods of disinfecting that will be used.
- iv. What type of disinfectant?
- m. Physical contact. (Control, who, when, etc.)
- n. Training of employees
- o. Cross Provincial border travel of employees.
- p. Keeping record and communicating vital information of cases detected on site.
- q. Visitors to the site.
- r. Social distancing on site.
- s. Employee awareness program.
- t. Regularly cleaning common contact surfaces on site?
- u. How will you treat drivers that deliver to site?
- v. Handwashing facilities. (Where, when, how many, type, etc.)
- w. Provision and disposal of hand towels.
- x. Cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush.
- y. Portable toilet hygiene.
- z. Break times, how will you reduce congestion and contact?
- aa Hygiene at water drinking stations.
- ab Tracing of infected employees.
- ac You're weekly Covid 19 reports that must be submitted to the Client.
- ad Congestion at the workplaces.
- ae Consequence of not adhering to the Covid 19 management plan, the risk assessment and the policy.
- af You must develop a Covid 19 Policy.
- ag How will you manage your contractors on site regarding the Covid 19?

The required document must be submitted to DPW Consultants/Project managers/OHS Managers. We will issue a letter of approval if all the requirements in this addendum to the health and safety plan, have been met. Please note that these requirements are minimum requirements only and all of the items must be addressed in your Covid - 19 management plan, risk assessment and Covid - 19 policy document.

#### The index to your Covid - 19 File should contain at least the following:

- 1 Covid 19 Management plan
- 2 Covid 19 Risk Assessment
- 3 Covid 19 Policy

- 7 Toolbox Talks
- Safe Work Procedures
- g Checklists

### Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014

4	Employee Screening declarations	10	Training Material
5	PPE Issue Register	11	Posters
6	Compliance Employees Appointments	12	Compliance Officer Appointments
I herewith n	ny signature confirm that I have received this Covid	- 19 specification document.	
	Signature:		
	Date:		
	This sners was	developed for Construction	sites to assist contractors

# **End of specification: 2022**

Occupational Health and Safety Act, Act 85 of 1993 and Construction Regulation 2014	
nd of site specific OHS Specification	
	37   Page