



**DEPARTMENT OF PUBLIC WORKS AND ROADS**

**NORTH WEST PROVINCE**

**BILLS OF QUANTITIES**

**FOR**

**NAME OF PROJECT: SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON  
AVENUE, ORKNEY**

**AT NAME OF TOWN: ORKNEY**

**PART A CONSTRUCTION OF FENCE**

**PART B RETURNABLE SCHEDULES**

**CONTACT PERSON PWR  
MESSRS. K. MPUNZI/ W. STRYDOM  
018 293 9000**

**CONTACT PERSON DOT  
MESSRS. A. MOEKETSI  
018 388 2706**

**DIRECTORATE: BUILDINGS  
DEPARTMENT OF PUBLIC WORKS AND ROADS  
PRIVATE BAG X 918  
POTCHEFSTROOM**



## TABLE OF CONTENTS

### **VOLUME 1: TENDERING PROCEDURES**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

### **VOLUME 2: RETURNABLE DOCUMENTS**

- T2.1 List of Returnable Documents
  - C1.1 Form of Offer and Acceptance
  - C2.2 Bills of Quantities (This is a returnable document)  
Preliminaries for inclusion in Bills of Quantities and Lump Sum Documents Based on the JBCC series 2000-- documentation  
Specifications (Building & Mechanical)  
Summary of Trades  
Final Summary
  - T2.2 Returnable Schedules required for tender evaluation purposes
    - PA-11 Declaration of interest (Including SBD Forms)
      - PA – 11.1 (EC) Compulsory Enterprise Questionnaires
    - SBD 1 - Invitation of Bid Form
    - SBD 2 – Tax Clearance Requirements
    - SBD 3.3 – Pricing Schedule
    - SBD 4 – Declaration of Interest
    - SBD 6.1 – Preference points claim form in terms of the preferential procurement Regulations
    - SBD 8 – Declaration of Bidder's past Supply Chain Management Practices
    - SBD 9 – Certificate of independent Bid determination
    - PA – 15.1 Resolution of Board of Directors
    - PA – 15.2 Resolution of Board of Directors to enter into consortia / Joint Venture
    - PA – 15.3 Special Resolution of Consortia or JV's
    - DPW – 16 EC: Site Inspection Meeting Certificate
    - PA – 16-1(EC): Preference Points Claimed and Affidavit
    - PA – 14: Medical certificate for confirmation of permanent disabled status
    - DPW – 09: (EC) Capacity of Tenderer
- T2.2 Returnable Schedules that will be incorporated into the contract
  - DPW – 21 (EC) Record of addenda to Tender Documents
  - DPW – 15 (EC) Schedule of proposed subcontractors
  - DPW – 22 (EC) Particulars of Electrical Contractor
  - DPW – 23 (EC) Schedule for imported materials and equipment

### **VOLUME 3: CONTRACT**

- Part C1: Agreement and Contract Data
  - C1.2 Contract Data
    - DPW – 04 (EC) Contract Data: JBCC 2000 Principal Building Agreement
    - Contract Data for insert Title of Works
    - PA – 16.2 (EC) Tender and Contract Conditions Pertaining to Contract Participation Goal
  - C1.3 Form of Guarantee
    - DPW – 10.1 (EC) Fixed Construction Guarantee
    - DPW – 10.3 (EC) Variable Construction Guarantee
- Part C2: Pricing Data
  - C2.1 Pricing Instructions
    - PG – 02.2 (EC) Pricing instructions – JBCC 2000 Principal Building Agreement (Edition 4.1 of March 2005)
- Part C3: Scope of Work
  - C3 Scope of Work
    - PG – 01.2 (EC) Scopes of Works – JBCC 2000 Principal Building Agreement
- Part C4: Site Information
  - C4 Site Information
    - PG – 03.2 (EC) Site information – JBCC 2000 Principal Building Agreement
    - Extra Conditions for Electro / Mechanical



## **VOLUME 1: TENDERING PROCEDURES**

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



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

THE DEPARTMENT OF PUBLIC WORKS NORTH WEST INVITES TENDERS FOR:

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Reference no:		CONTRACT PERIOD: 3 MONTHS	
Tender no:	DOT 2016/07		
Advertising date:	As per Advert	Closing date:	As per Advert
Closing time:	11:00	Validity period:	90 Days

It is estimated that tenderers should have a CIDB contractor grading designation of **2 SQ or HIGHER**

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **2 SQ or HIGHER** and satisfy the criteria stated in the Tender Data.

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders:

√	<b>Only CRS numbers needed.</b> Only those tenderers who are registered with the CIDB, or are capable of being so, prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>Installation of fence, 2 SQ or HIGHER</b> .
√	Joint Ventures are eligible to submit tenders provided that: 1. every member of the Joint Venture is registered with the CIDB. <b>Only CRS numbers needed.</b> 2. the lead partner has a contractor grading designation in the <b>Installation of fence, 2 SQ or HIGHER</b> 3. 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 for a <b>Installation of fence 2 SQ or HIGHER</b>
√	Form of offer and Acceptance must be properly received on the tender closing date and time specified on the invitation fully completed and signed in ink (All as per Standard Conditions of Tender).
√	Submission of application (PA – 15): Resolution by the Legal Entity, or Consortium / Joint Venture, authorizing a dedicated person(s) to sign documents on behalf of the Firm / Consortium / Joint Venture.
√	<b>Submission of (PA – 11): Declaration of Interest Tax Clearance Certificate</b>
√	<b>Submission of other compulsory returnable documents, i.e. CK1 or CK2, Tax Clearance Certificate, Copies of Certified ID documents of members appearing on the CK Certificate including Certified copy of Rates and Taxes.</b>
√	<b>Site Inspection:</b> The name of the company should appear on the Department's site inspection attendance register, i.e. The Contractor should attend a compulsory site meeting.
√	Only one representative per company will be allowed to register on the site inspection register, one representative will not be allowed to register for more than one company.
√	The Contractor should complete the Preference Points Claim Form and Affidavit
√	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
√	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed too supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

This tender will be evaluated according to the preferential procurement model in the PPPFA

<b>Price / Functionality:</b>	
Price:	80
BBBEE status level of Contributor:	20
<b>Total must equal:</b>	<b>100</b>

Preference point scoring system will be broken down as follows

<b>Preference:</b>	
<b>1. Historically Disadvantaged Individuals (HDI)</b>	
(a) Persons who had no franchise in national elections before the 1983 and 1993 Constitutions:	Not Applicable
(b) Who is a female:	Not Applicable
(c) Persons with disability:	Not Applicable
(d) Youth	Not Applicable
(e) Locality	Not Applicable
<b>Total must equal 0 points</b>	Not Applicable

**Notes:**

1. Tenderers claiming disability points must submit a medical certificate (PA-14)
2. Tenderers claiming preference points must complete, sign and submit the Preference Points Claim Form and Affidavit (PA-16.1 EC)
3. Tenderers will qualify for indirect preference points if their tendered contract participation goals exceed **100 %**. Tenderers may increase their contract participation goals above the minimum and the tenderer who tenders the highest contract participation goal will receive the maximum indirect preference points allocated above
4. The requirements in respect of the application of either the 80/20 or 90/10 preference point scoring system, as reflected in clause F3.11 of the Tender Data, will apply and the points reflected above for preferences will be adjusted accordingly on a pro-rata basis if required

**Collection of tender documents**

Tender documents may be collected during working hours at the following address **Department of Tourism, Garona Building, West Wing First Floor, University drive, Mmabatho, Ngaka Modiri Molema.**

A non-refundable tender deposit of **R100.00** (cash only) is payable on collection of the tender documents.

**Site inspection meeting**

A **pre - tender** site inspection meeting will take place at Orkney Hotel School, Anglo Gold Ashanti Building, No. 1-2 Milton Avenue, Orkney, Dr Kenneth Kaunda District **on the As per Advert** starting 11:00 am.

**Enquiries related to tender documents may be addressed to**

<b>DPWR Project Managers:</b>	Ms. K. Mpunzi and W. Strydom	<b>Telephone no:</b>	018-2939000
<b>Cell no:</b>		<b>Fax no:</b>	018-2930889
<b>E-mail:</b> kmpunzi@nwpg.gov.za, Wstrydom@nwpg.gov.za			

**Deposit / return of tender documents**

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

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

All tenders must be submitted on the official forms – (forms not to be re-typed)

<b>Tender documents may be posted to:</b>  <b>Department of Public Works And Roads</b>  <b>Private Bag x 2037</b> <b>Mmabatho</b> <b>2735</b>	OR	<b>Deposited in the tender box at:</b>  Department of Public Works And Roads  <b>Old Parliament building, Modiri Molema Road,</b> <b>Gate House, Mmabatho</b> <b>North West Province</b> <b>2735</b>
---	----	---

Compiled by:

<b>Messrs K. Mpunzi &amp; W. Strydom</b>		
Name of Project Manager	Signature	Date



## T1.2 Tender Data





## DPW-03 (EC): TENDER DATA

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>	
<b>Reference no:</b>		

<b>Tender no:</b>	<b>DOT 2016/07</b>	<b>Closing date:</b>	<b>As per Advert</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>90 Days</b>

Clause number:				
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 842 published in Government Gazette No. 29138 of 18 August 2006 and as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>)</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clause marked “F” in the above mentioned Standard Conditions of Tender.</p>			
F.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works North West Province.			
F.1.2	<p>For this contract the <b>three</b> volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <table><tr><td><p>The <b>single volume</b> procurement document issued by the employer comprises the following:</p><p><b>Tender</b> <b>Part 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p><p><b>Part 2: Returnable documents</b> T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p><p><b>Contract</b> <b>Part 1: Agreement and contract data</b> C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p><p><b>Part 2: Pricing data</b> C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p><p><b>Part 3: Scope of work</b> C3 - Scope of work (PG-01.1 EC)</p><p><b>Part 4: Site information</b> C4 - Site information (PG-03.1 EC)</p></td><td><p>The <b>three volume</b> procurement document issued by the employer comprises the following:</p><p><b>Volume 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p><p><b>Volume 2: Returnable documents</b> T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p><p><b>Volume 3: Contract</b> <b>Part C1: Agreement and contract data</b> C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p><p><b>Part C2: Pricing data</b> C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p><p><b>Part C3: Scope of work</b> C3 - Scope of work (PG-01.2 EC)</p><p><b>Part C4: Site information</b> C4 - Site information (PG-03.2 EC)</p></td></tr></table>		<p>The <b>single volume</b> procurement document issued by the employer comprises the following:</p> <p><b>Tender</b> <b>Part 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p><b>Part 2: Returnable documents</b> T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p> <p><b>Contract</b> <b>Part 1: Agreement and contract data</b> C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p> <p><b>Part 2: Pricing data</b> C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p> <p><b>Part 3: Scope of work</b> C3 - Scope of work (PG-01.1 EC)</p> <p><b>Part 4: Site information</b> C4 - Site information (PG-03.1 EC)</p>	<p>The <b>three volume</b> procurement document issued by the employer comprises the following:</p> <p><b>Volume 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p><b>Volume 2: Returnable documents</b> T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b> <b>Part C1: Agreement and contract data</b> C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p> <p><b>Part C2: Pricing data</b> C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p> <p><b>Part C3: Scope of work</b> C3 - Scope of work (PG-01.2 EC)</p> <p><b>Part C4: Site information</b> C4 - Site information (PG-03.2 EC)</p>
<p>The <b>single volume</b> procurement document issued by the employer comprises the following:</p> <p><b>Tender</b> <b>Part 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p><b>Part 2: Returnable documents</b> T2.1- List of returnable documents (PA-09 EC) T2.2 - Returnable schedules</p> <p><b>Contract</b> <b>Part 1: Agreement and contract data</b> C1.1 - Form of offer and acceptance (DPW-07 EC) C1.2 - Contract data (DPW-05 EC) C1.3 - Form of guarantee(DPW-10.2 EC / DPW-10.4 EC)</p> <p><b>Part 2: Pricing data</b> C2.1 - Pricing instructions (PG-02.1 EC) C2.2 - Bills of Quantities / Lump sum document</p> <p><b>Part 3: Scope of work</b> C3 - Scope of work (PG-01.1 EC)</p> <p><b>Part 4: Site information</b> C4 - Site information (PG-03.1 EC)</p>	<p>The <b>three volume</b> procurement document issued by the employer comprises the following:</p> <p><b>Volume 1: Tendering procedures</b> T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC)</p> <p><b>Volume 2: Returnable documents</b> T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable) T2.2 - Returnable schedules</p> <p><b>Volume 3: Contract</b> <b>Part C1: Agreement and contract data</b> C1.2 - Contract data (DPW-04 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3 EC)</p> <p><b>Part C2: Pricing data</b> C2.1 - Pricing instructions (PG-02.2 EC) C2.2 - Bills of Quantities / Lump sum document (delete if not applicable)</p> <p><b>Part C3: Scope of work</b> C3 - Scope of work (PG-01.2 EC)</p> <p><b>Part C4: Site information</b> C4 - Site information (PG-03.2 EC)</p>			



## Tender no: DOT 2016/07

F.1.4	The Employer's agent is:  <table border="1"> <tr> <td>Name:</td> <td>Messrs K. Mpunzi and W. Strydom</td> </tr> <tr> <td>Capacity:</td> <td>Departmental Project Manager</td> </tr> <tr> <td>Address:</td> <td>149 Kruis street, Potchefstroom</td> </tr> <tr> <td>Tel:</td> <td>018-2939000</td> </tr> <tr> <td>Fax:</td> <td>018-2930889 / 2930889</td> </tr> <tr> <td>E-mail:</td> <td>kmpunzi@nwpg.gov.za, and Wstrydom@nwpg.gov.za</td> </tr> </table>	Name:	Messrs K. Mpunzi and W. Strydom	Capacity:	Departmental Project Manager	Address:	149 Kruis street, Potchefstroom	Tel:	018-2939000	Fax:	018-2930889 / 2930889	E-mail:	kmpunzi@nwpg.gov.za, and Wstrydom@nwpg.gov.za								
Name:	Messrs K. Mpunzi and W. Strydom																				
Capacity:	Departmental Project Manager																				
Address:	149 Kruis street, Potchefstroom																				
Tel:	018-2939000																				
Fax:	018-2930889 / 2930889																				
E-mail:	kmpunzi@nwpg.gov.za, and Wstrydom@nwpg.gov.za																				
F1.5.2	Insert the following:  ".....tender offers, <u>save for all tenders being non-responsive</u> , re-issue a tender covering ....."																				
F.2.1 F.3.11	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a <b>2 SQ OR HIGHER</b></li> <li>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 and who satisfy the following criteria: <b>2 SQ OR HIGHER</b></li> </ol> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b>2 SQ OR HIGHER</b></li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a <b>2 SQ OR HIGHER</b></li> </ol> <p>A contract will only 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. - <i>Applicable</i></p> <p>Tender offers scoring less than a minimum of 60% in respect of the Pre-Qualification will be regarded as non-responsive. This provision is not applicable to Evaluation Method 1 and 2.</p> <table border="1"> <thead> <tr> <th>Description of quality criteria and sub criteria</th> <th>Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> </tr> <tr> <td>Non-Franchise</td> <td>N/A</td> </tr> <tr> <td>Women</td> <td>N/A</td> </tr> <tr> <td>Disabled</td> <td>N/A</td> </tr> <tr> <td>Youth</td> <td>N/A</td> </tr> <tr> <td>Locality (Within the District)</td> <td>N/A</td> </tr> <tr> <td>BBBEE status level of Contributor:</td> <td>20</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total evaluation points for quality (Ms)</td> <td>100 points</td> </tr> </tbody> </table>	Description of quality criteria and sub criteria	Maximum number of tender evaluation points	Price	80	Non-Franchise	N/A	Women	N/A	Disabled	N/A	Youth	N/A	Locality (Within the District)	N/A	BBBEE status level of Contributor:	20			Total evaluation points for quality (Ms)	100 points
Description of quality criteria and sub criteria	Maximum number of tender evaluation points																				
Price	80																				
Non-Franchise	N/A																				
Women	N/A																				
Disabled	N/A																				
Youth	N/A																				
Locality (Within the District)	N/A																				
BBBEE status level of Contributor:	20																				
Total evaluation points for quality (Ms)	100 points																				
F.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1																				



**Tender no: DOT 2016/07**

<b>F.2.12</b>	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p>
<b>F.2.13.2</b>	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.
<b>F.2.13.5</b>	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
<b>F.2.13.6</b> <b>F.3.5</b>	A two-envelope procedure will not be followed.
<b>F.2.15</b>	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1
<b>F.2.16</b>	The tender offer validity period is as per Notice and Invitation to Tender T1.1
<b>F.2.18</b>	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document:</p> <p><input checked="" type="checkbox"/> Together with his tender;</p> <p>or</p> <p><input type="checkbox"/> Within twenty-one (21) calendar days of the date on which he has been requested to do so prior to the award of the contract</p>
<b>F.2.19</b>	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
<b>F.3.4.1</b> <b>F.3.4.2</b>	The location for opening of the tender offers, immediately after the closing time thereof shall be at: <b>Department of Public Works And Roads, Old Parliament building, Modiri Molema Road, Gate House, Mmabatho, North West Province 2735, Ngaka Modiri Molema.</b>
<b>F.3.11.1</b>	The procedure for the evaluation of responsive tenders is: <b>Evaluation Method 1</b>



Tender no: DOT 2016/07

## F.3.11

**Scoring Financial Offer:**

Tender offers will be scored using the following formula:

$$N_{FO} = P_m / P \times W_1$$

where

$N_{FO}$  = number of tender evaluation points awarded for the financial offer.

$W_1$  = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1

$P_m$  = the comparative offer of the most favourable tender offer.

$P$  = the comparative offer of tender offer under consideration.

**Scoring Quality Offer:**

Tender offers will be scored using the following formula:

$$W_Q = W_2 \times S_o / M_s$$

where

$W_Q$  = total evaluation points for quality awarded for the quality offer.

$W_2$  = the percentage score given for quality offer as stated in the Notice and Invitation to Tender T1.1

$S_o$  = the score for quality allocated to the submission under consideration.

$M_s$  = the maximum possible score for quality in respect of a submission = 100.

**Scoring the Financial / Quality combined Offer:**

$$S = N_{FO} + W_Q \text{ (calculated separately for each tender offer)}$$

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_C = W_3 \left( 1 + \frac{(S - S_m)}{S_m} \right)$$

where

$W_3$  = the number of tender evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 1000 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 1000 000.

$S$  = the sum of score for quality and financial offer of the submission under consideration.

$S_m$  = sum of the score for quality and financial offer of the submission scoring the highest number of points.

**Scoring Preferences:**

Up to 100 minus  $W_3$  tender evaluation points will be awarded to the tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.

Points for **Direct Preference** will be calculated according to the equity ownership of the tender under consideration as a proportion of the percentages stated in the Notice and Invitation to Tender T1.1 by using the following formula for either persons who had no franchise in national elections, women or persons with disabilities:

$$N_p = Nop \times Ep / 100$$

where

$N_p$  = preference points.

$Nop$  = the maximum tender evaluation points stated in the Notice and Invitation to Tender T1.1 for either of the groups referred to

$Ep$  = the percentage of equity claimed for either of the groups referred to

Tender no: **DOT 2016/07**

	<p>Points for <b>Indirect Preference</b> will be awarded for the tendered contract participation goal calculated by using the following formula:</p> $Ng = \frac{Z(D - Ds)}{(X - Ds)}$ <p>where          Ng = the number of indirect preference points awarded          D = the tendered contract participation goal percentage          Ds = the specified minimum contract participation goal percentage stated in the Notice and Invitation to Tender T1.1          X = the highest contract participation goal percentage tendered          Z = the maximum indirect preference points stated in the Notice and Invitation to Tender T1.1</p> <p><b>Calculate Total Tender Evaluation Points:</b></p> <p>The point calculated for price / quality combination will be added to the point scored for preference for each individual tender offer according to the formula:</p> <p>Total tender evaluation points = <math>W_C + N_p + N_g</math></p>
<b>F.3.13.1</b>	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>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;</li> <li>the tenderer has not:             <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System; or</li> <li>failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; and</li> <li>the tenderer is registered with:             <ol style="list-style-type: none"> <li>the Unemployment Insurance Fund (UIF); and</li> <li>the Workmen's Compensation Fund</li> </ol> </li> </ol>
<b>F.3.18</b>	Provide to the successful tenderer one copy of the signed contract document.

## **VOLUME 2: RETURNABLE DOCUMENTS**

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



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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Project Manager:</b>	<b>Messrs. K. Mpunzi</b>	<b>Tender / Quote no:</b>	<b>DOT 2016/07</b>

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

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Form of Offer and Acceptance (DPW07 EC)	4 Pages	Yes
Preliminaries for inclusion in Bills of Quantities based on the JBCC Series 2000 documentation	90 Pages	Yes
Building work / Specification	6 Pages	Yes
Bills of Quantities / Specification and Shedule of Rates / final Summary	1 Page	Yes
Declaration of Interest (PA-11)	18 Pages	Yes
Compulsory Enterprise Questionnaire (PA-11.1 EC)	3 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	Yes
Preference Points Claim Form and Affidavit (PA-16.1 EC)	8 Pages	N/A
Medical Certificate for the confirmation of permanent disabled status (PA-14) <i>(if applicable)</i>	1 Page	N/A
Capacity of Tenderer (DPW-09: EC)	3 Pages	Yes
SBD 4 – Declaration of Interest	4 Pages	Yes
SBD 6.1 – Preference points claim form in terms of the preferential procurement Regulations	6 Pages	Yes
SBD 8 – Declaration of Bidder's past Supply Chain Management Practices	2 Pages	Yes
SBD 9 – Certificate of independent Bid determination	4 Pages	Yes

### 2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	1 Page	Yes
Mechanical / Electrical / Security material and equipment schedules <i>(if applicable)</i>	1 Page	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) <i>(if applicable)</i>	1 Page	Yes

### 3. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

<b>Tender document name</b>	<b>Number of pages issued</b>	<b>Returnable document</b>
<i>Preliminaries for inclusion in Bills of Quantities based on the JBCC Series 2000 documentation</i>	90 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Specifications (Building)</i>	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>Bills of Quantities / Specification and Shedule of Rates / final Summary</i>	1 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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





DPW-07 (EC): Form of Offer and Acceptance

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

Tender no: DOT 2016/07

**OFFER**

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

**SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY** The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda there to as listed in the returnable schedules by submitting this offer has accepted the conditions of tender.

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

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

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

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

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: .....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .....
---	-----------	---

**AND WHO IS (if applicable):**

Trading under the name and style of: .....
--

**AND WHO IS:**

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

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date



DPW-07 (EC): Form of Offer and Acceptance



dpwr

Department:  
Public Works and Roads  
North West Provincial Government  
Republic of South Africa

Tender no: DOT 2016/07

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents .....

☐

The official alternative .....

☐

Own alternative (only if documentation makes provision therefore) ..

☐

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

**SECURITY OFFERED:**

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT)

Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT)

Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)

Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)

Yes ☐ No ☐

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

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

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

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

Fax No. ....

Postal address .....

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

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

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.

**Tender no: DOT 2016/07**

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

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he 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

<b>Name of Organization:</b>	Department of Public Works and Roads North West
<b>Address of Organization:</b>	<b>Private Bag x 2099 Mmabatho 2735</b>

**WITNESSED BY:**

Name of witness	Signature	Date

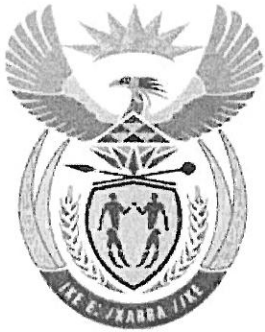
Tender no: *DOT 2016/07***Schedule of Deviations**

<b>3.1.1. Subject:</b>
<b>Detail:</b>
<b>3.1.2. Subject:</b>
<b>Detail:</b>
<b>3.1.3. Subject:</b>
<b>Detail:</b>
<b>3.1.4. Subject:</b>
<b>Detail:</b>
<b>3.1.5. Subject:</b>
<b>Detail:</b>
<b>3.1.6. Subject:</b>
<b>Detail:</b>

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

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

## C2.2: Bill of Quantities



# public works

---

Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

**PRELIMINARIES  
FOR INCLUSION IN  
BILLS OF QUANTITIES AND  
LUMP SUM DOCUMENTS  
BASED ON THE  
JBCC SERIES 2000 DOCUMENTATION**

## **NOTES TO CONSULTANT QUANTITY SURVEYORS / PROJECT MANAGERS**

### **PRELIMINARIES**

The attached pro-forma Preliminaries which are to be inserted in the Bills of Quantities / Lump Sum Document, are to be dealt with as follows:

#### **Section A**

Section A lists the clauses of and refers directly to the JBCC Principal Building Agreement. Certain clauses have been modified by the Department and must be inserted unaltered into the Bills of Quantities / Lump Sum Document

The Consultant Quantity Surveyor / Project Manager must ensure that the clauses that have been modified by the Department in this section are identical to those reflected in clause 42.4.7 of the Schedule of Contract Variables (Contract Data DPW-04EC)

The Schedule of Contract Variables (Contract Data DPW-04EC) also requires the insertion of additional information pertinent to the contract

#### **Section B**

Section B lists the clauses of and refers directly to the JBCC Preliminaries

The Schedule of Variables requires the insertion of additional information pertinent to the contract

#### **Section C**

Section C contains specific preliminary items. All items must be scrutinized and any item which is not appropriate must be marked N/A (Not Applicable)

Any new items which may be necessary for a particular service must be inserted at the end of Section C

## SECTION 1

### MEANING OF TERMS "TENDER / TENDERER"

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

### PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable".

### PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

## SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

### DEFINITIONS

#### DEFINITIONS AND INTERPRETATION

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

"**COMMENCEMENT DATE**" means the date that the **agreement**, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "**Construction Guarantee**" is amended by replacing it with the following:

"**CONSTRUCTION GUARANTEE**" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

Clause 1.1 Definition of "**Construction Period**" is amended by replacing it with the following:

"**CONSTRUCTION PERIOD**" means the period commencing on the **commencement date** and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

"**FRAUDULENT PRACTICE**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

A1.0

Clause 1.1 Definition of "**Interest**" is amended by replacing it with the following:

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

Clause 1.1 Definition of "**Security**" is amended by replacing it with the following:

"**SECURITY**" means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

## OBJECTIVE AND PREPARATION

### A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

### A3.0 DOCUMENTS

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.7 is amended by the addition of the following:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

### A4.0 DESIGN RESPONSIBILITY

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item



A5.0	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A6.0	<p><b>SITE REPRESENTATIVE</b></p> <p>Clause 6.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A7.0	<p><b>COMPLIANCE WITH REGULATIONS</b></p> <p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the <b>bills of quantities / lump sum document</b> for the <b>contractor</b> to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A8.0	<p><b>WORKS RISK</b></p> <p>Clause 8.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A9.0	<p><b>INDEMNITIES</b></p> <p>Clause 9.0</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
A10.0	<p><b>WORKS INSURANCES</b></p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p><b>10.5 Damage to the Works</b></p> <p>(a) Without in any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall bear the full risk of damage to and/or destruction of the <b>works</b> by whatever cause during construction of the <b>works</b> and hereby indemnifies and holds harmless the <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary</p> <p>(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b></p> <p>(c) The <b>employer</b> shall carry the risk of damage to or destruction of the <b>works</b> and materials paid for by the <b>employer</b> that is the result of the excepted risks as set out in 10.6</p> <p>(d) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof</p>

## 10.6 Injury to Persons or loss of or damage to Properties

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

## 10.7 High risk insurance

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

### 10.7.1 Damage to the works

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

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

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

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

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

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

**10.7.4** The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

A13.0 **No Clause**

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

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

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

## EXECUTION

### A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

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

Clause 15.2.1 is amended by replacing it with the following clause:

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A16.0	<b>ACCESS TO THE WORKS</b> Clause 16.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A17.0	<b>CONTRACT INSTRUCTIONS</b> Clause 17.0 Clause 17.1.11 is amended by deleting the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b> " Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A18.0	<b>SETTING OUT OF THE WORKS</b> Clause 18.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A19.0	<b>ASSIGNMENT</b> Clause 19.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A20.0	<b>NOMINATED SUBCONTRACTORS</b> Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on <b>nominated subcontractors</b> executing work allowed for under provisional sums Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A21.0	<b>SELECTED SUBCONTRACTORS</b> Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>
A22.0	<b>EMPLOYER'S DIRECT CONTRACTORS</b> Clause 22.0 Fixed: _____ Value related: _____ Time related: _____ <div>Item</div>



A23.0	<b>CONTRACTOR'S DOMESTIC SUBCONTRACTORS</b> Clause 23.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
	<b>COMPLETION</b>
A24.0	<b>PRACTICAL COMPLETION</b> Clause 24.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A25.0	<b>WORKS COMPLETION</b> Clause 25.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A26.0	<b>FINAL COMPLETION</b> Clause 26.0 Clause 26.1.2 is amended by inserting “#” next to 26.1.2 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A27.0	<b>LATENT DEFECTS LIABILITY PERIOD</b> Clause 27.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A28.0	<b>SECTIONAL COMPLETION</b> Clause 28.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A29.0	<b>REVISION OF DATE FOR PRACTICAL COMPLETION</b> Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
A30.0	<b>PENALTY FOR NON-COMPLETION</b> Clause 30.0 Fixed: _____ Value related: _____ Time related: _____ <b>Item</b>
	<b>PAYMENT</b>
A31.0	<b>INTERIM PAYMENT TO THE CONTRACTOR</b> Clause 31.0 Clause 31.5.2 is amended by replacing “14.7.1” with “14.0” Clause 31.8 is amended by replacing it with the following two alternative clauses:

### Alternative A

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

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

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

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

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

### Alternative B

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A32.0

### ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item



A33.0	<b>RECOVERY OF EXPENSE AND LOSS</b>  <div>Fixed: _____ Value related: _____ Time related: _____</div> <div>Item</div>
A34.0	<b>FINAL ACCOUNT AND FINAL PAYMENT</b>  Clause 34.0  Clause 34.1 is amended by removing “#” next to 34.1  Clause 34.2 is amended by inserting “#” next to 34.2  Clause 34.8 is amended by deleting the words “where <b>security</b> as a fixed <b>construction guarantee</b> in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”  Clause 34.13 is amended by replacing “seven (7) <b>calendar days</b> ” with “twenty-one (21) <b>calendar days</b> ” and deleting the words “subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due”  <div>Fixed: _____ Value related: _____ Time related: _____</div> <div>Item</div>
A35.0	<b>PAYMENT TO OTHER PARTIES</b>  Clause 35.0  <div>Fixed: _____ Value related: _____ Time related: _____</div> <div>Item</div>
A36.0	<b>CANCELLATION</b>  <b>CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT</b>  Clause 36.0  Clause 36.1 is amended by the addition of the following clauses:  36.1.3 refuses or neglects to comply strictly with any of the conditions of contract  36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa  36.1.5 in the judgement of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract  Clause 36.3 is amended by removing the reference to “No clause” and replacing the words “ <b>principal agent</b> ” with “ <b>employer</b> ”  Clause 36.0 is amended by the addition of the following clause:  36.7 Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever  <div>Fixed: _____ Value related: _____ Time related: _____</div> <div>Item</div>
A37.0	<b>CANCELLATION BY EMPLOYER – LOSS AND DAMAGE</b>  Clause 37.0  Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence: “within one hundred and twenty (120) **working days** of completion of such a report”

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**DISPUTE**

A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing “one (1) year” with “three (3) years”

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing “(10)” with “(15)” and by the addition of the following:

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**SUBSTITUTE PROVISIONS**

A41.0 **STATE CLAUSES**

Clause 41.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_  
Item

**CONTRACT VARIABLES****A42.0 THE SCHEDULE (DPW-04EC)**

Clause 42.0

Tenderers are referred to the Contract Data DPW-04(EC) for variables pertaining to this contract

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**SECTION B: JBCC PRELIMINARIES****B1.0 DEFINITIONS AND INTERPRETATION****B1.1 *Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.0 DOCUMENTS****B2.1 *Checking of documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.2 *Provisional bills of quantities***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.3 *Availability of construction documentation***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.4 *Interests of agents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.5 *Priced documents***

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

**B2.6 *Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance DPW-07(EC)"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_ **Item**

B3.0	<b>THE SITE</b>
B3.1	<b>Defined works area</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.2	<b>Geotechnical investigation</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.3	<b>Inspection of the site</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.4	<b>Existing premises occupied</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.5	<b>Previous work – dimensional accuracy</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.6	<b>Previous work – defects</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.7	<b>Services – known</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.8	<b>Services – unknown</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.9	<b>Protection of trees</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.10	<b>Articles of value</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B3.11	<b>Inspection of adjoining properties</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B4.0	<b>MANAGEMENT OF CONTRACT</b>
B4.1	<b>Management of the works</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>
B4.2	<b>Programme for the works</b> Fixed: _____ Value related: _____ Time related: _____ <div style="text-align: right;"><b>Item</b></div>

B4.3	<b><i>Progress meetings</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B4.4	<b><i>Technical meetings</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B4.5	<b><i>Labour and plant records</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.0	<b>SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS</b>		
B5.1	<b><i>Samples of materials</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.2	<b><i>Workmanship samples</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.3	<b><i>Shop drawings</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B5.4	<b><i>Compliance with manufacturers' instructions</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.0	<b>TEMPORARY WORKS AND PLANT</b>		
B6.1	<b><i>Deposits and fees</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.2	<b><i>Enclosure of the works</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.3	<b><i>Advertising</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.4	<b><i>Plant, equipment, sheds and offices</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.5	<b><i>Main notice board</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B6.6	<b><i>Subcontractors' notice board</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>

B7.0	<b>TEMPORARY SERVICES</b>
B7.1	<i>Location</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B7.2	<i>Water</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B7.3	<i>Electricity</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B7.4	<i>Telecommunication facilities</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B7.5	<i>Ablution facilities</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B8.0	<b>PRIME COST AMOUNTS</b>
B8.1	<i>Responsibility for prime cost amounts</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B9.0	<b>ATTENDANCE ON N/S SUBCONTRACTORS</b>
B9.1	<i>General attendance</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B9.2	<i>Special attendance</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B9.3	<i>Commissioning – fuel, water and electricity</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B10.0	<b>FINANCIAL ASPECTS</b>
B10.1	<i>Statutory taxes, duties and levies</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B10.2	<i>Payment for preliminaries</i>
	Fixed: _____ Value related: _____ Time related: _____ Item
B10.3	<i>Adjustment of preliminaries</i>
	Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) <b>working days</b> of taking possession of the <b>site</b> ” with “when submitting his priced <b>bills of quantities / lump sum document</b> ”
	Fixed: _____ Value related: _____ Time related: _____ Item



B10.4	<b><i>Payment certificate cash flow</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.0	<b>GENERAL</b>		
B11.1	<b><i>Protection of the works</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.2	<b><i>Protection / isolation of existing / sectionally occupied works</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.3	<b><i>Security of the works</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.4	<b><i>Notice before covering work</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.5	<b><i>Disturbance</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.6	<b><i>Environmental disturbance</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.7	<b><i>Works cleaning and clearing</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.8	<b><i>Vermin</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.9	<b><i>Overhand work</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.10	<b><i>Instruction manuals and guarantees</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.11	<b><i>As built information</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B11.12	<b><i>Tenant installations</i></b>	Fixed: _____ Value related: _____ Time related: _____	<b>Item</b>
B12.0	<b>SCHEDULE OF VARIABLES</b>		

**Schedule of variables**

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

**Item**

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**.

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

**12.1 PRE-TENDER INFORMATION****12.1.1 Provisional bills of quantities**

[2.2] *The quantities are provisional* (yes/no) ☐

**12.1.2 Availability of construction documentation**

[2.3] *Construction documentation is complete* (yes/no) ☐

**12.1.3 Interests of agents**

[2.4] Details:

**12.1.4 Defined works area**

[3.1] Details:

**12.1.5 Geotechnical investigation**

[3.2] Details:

**12.1.6 Existing premises occupied**

[3.4] Specific requirements:

**12.1.7 Previous work – dimensional accuracy**

[3.5] Details:

**12.1.8 Previous work – defects**

[3.6] Details:

**12.1.9 Service – known**

[3.7] Details:

**12.1.10 Protection of trees**

[3.9] Specific requirements:

**12.1.11 Inspection of adjoining properties**

[3.11] Specific requirements:

**12.1.12 Enclosure of the works**

[6.2] Specific requirements:

**12.1.13 Offices**

[6.4.3]	Specific requirements: The <b>contractor</b> shall provide, maintain and remove on completion of the works an office for the exclusive use of the <b>principal agent</b> , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.	
12.1.14 [6.5]	<b>Main notice board</b> Specific requirements: The <b>contractor</b> shall provide, erect where directed, maintain and remove on completion of the <b>works</b> a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.	
12.1.15 [6.6]	<b>Subcontractors' notice board</b> A notice board is required Specific requirements:	(yes/no) <input type="checkbox"/>
12.1.16 [7.2]	<b>Water</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> – free of charge)  Option C (by <b>employer</b> – metered)	(yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/>
12.1.17 [7.3]	<b>Electricity</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> – free of charge)  Option C (by <b>employer</b> – metered)	(yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/>
12.1.18 [7.4]	<b>Telecommunications</b> Telephone  Facsimile  E-mail	(yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/>
12.1.19 [7.5]	<b>Ablution facilities</b> Option A (by <b>contractor</b> )  Option B (by <b>employer</b> )	(yes/no) <input type="checkbox"/> (yes/no) <input type="checkbox"/>
12.1.20 [11.2]	<b>Protection of existing/sectionally occupied works</b> Protection is required	(yes/no) <input type="checkbox"/>
12.1.21 [9.2]	<b>Special attendance</b> <b>Subcontractor</b> (1) details:  <b>Subcontractor</b> (2) details:  <b>Subcontractor</b> (3) details:  <b>Subcontractor</b> (4) details:	
12.1.22 [11.1]	<b>Protection of the works</b> Specific requirements:	

C2	12.1.23 [11.5]	<b>Disturbance</b> Specific requirements: The <b>contractor</b> shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the <b>works</b> all necessary temporary dust screens all to the satisfaction of the <b>principal agent</b>	
	12.1.24 [11.6]	<b>Environmental disturbance</b> Specific requirements:	
	12.2	<b>POST-TENDER INFORMATION</b>	
	12.2.1	<b>Payment of preliminaries</b>	
	[10.2]	Option A (prorated)	(yes/no) <input type="checkbox"/>
		Option B (calculated)	(yes/no) <input type="checkbox"/>
	12.2.2 [10.3]	<b>Adjustment of preliminaries</b> Option A (three categories)	(yes/no) <input type="checkbox"/>
		Option B (detailed breakdown)	(yes/no) <input type="checkbox"/>
	12.2.3	<b>Additional agreed preliminaries items</b> Details:	
	<b>GENERAL PREAMBLES</b> The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website ( <a href="http://www.publicworks.gov.za/">http://www.publicworks.gov.za/</a> under "Consultants Guidelines") shall be read in conjunction with the <b>bills of quantities / lump sum document</b> and be referred to for the full descriptions of work to be done and materials to be used		
Fixed: _____ Value related: _____ Time related: _____			<b>Item</b>
C3	<b>TRADE NAMES</b> Wherever a trade name for any product has been described in the <b>bills of quantities / lump sum document</b> , the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the <b>principal agent</b> being obtained prior to the closing date for submission of tenders		
	If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for		
	Fixed: _____ Value related: _____ Time related: _____		<b>Item</b>
C4	<b>IMPORTED MATERIALS AND EQUIPMENT</b> Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer)		
	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)		
	Fixed: _____ Value related: _____ Time related: _____		<b>Item</b>
C5	<b>VIEWING THE SITE IN SECURITY AREAS</b> The <b>site</b> is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the <b>site</b> for tendering purposes		
	Fixed: _____ Value related: _____ Time related: _____		<b>Item</b>

C6	<p><b>COMMENCEMENT OF WORKS IN SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> must give the unit commander or other responsible officer notice before commencement of the <b>works</b>. Should the <b>contractor</b> fail to make such arrangements, admission to the <b>site</b> may be refused and any additional costs will be for the <b>contractor's</b> account</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C7	<p><b>ENTRANCE PERMITS TO SECURITY AREAS</b></p> <p>As the <b>works</b> falls within a security area the <b>contractor</b> shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C8	<p><b>SECURITY CHECK OF PERSONNEL</b></p> <p>The <b>principal agent</b> may require the <b>contractor</b> to have his personnel and workmen, or a certain number of them, security classified</p> <p>In the event of the <b>principal agent</b> requesting the removal of a person or persons from the <b>works</b> for security reasons, the <b>contractor</b> shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the <b>works</b> and the <b>site</b> and/or to any document or information relating to the <b>works</b></p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C9	<p><b>PROHIBITION ON TAKING OF PHOTOGRAPHS</b></p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister</p> <p>The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C10	<p><b>HIV/AIDS AWARENESS</b></p> <p>It is required of the <b>contractor</b> to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b>. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The <b>contractor</b> must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment</p>
C10.1	<p><b>AWARENESS CHAMPION</b></p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>

C10.2	<p><b>AWARENESS WORKSHOPS</b></p> <p>Selection and appointment of a competent Service Provider approved by the <b>principal agent</b>, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C10.3	<p><b>POSTERS, BOOKLETS, VIDEOS, ETC.</b></p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C10.4	<p><b>ACCESS TO CONDOMS</b></p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the <b>construction period</b>, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p style="text-align: right;"><b>Item</b></p>
C10.5	<p><b>MONITORING</b></p> <p>Monitoring HIV/AIDS awareness of workers, providing the <b>principal agent</b> with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the <b>construction period</b> and close out, all in accordance with the HIV/AIDS Specification</p>
C11	<p><b>OCCUPATIONAL HEALTH AND SAFETY ACT</b></p> <p>The <b>contractor</b> shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).</p> <p>It is required of the <b>contractor</b> to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the <b>bills of quantities / lump sum document</b>.</p> <p>The <b>contractor</b> must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the <b>principal agent</b>, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress <b>payment certificate</b> until the <b>contractor</b> provides satisfactory proof of compliance. The <b>contractor</b> shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p>



## COLLECTION

## AMOUNT

Item		R	c
	<b>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</b>		
	<b>Definitions</b>		
A1.0	Definitions and interpretation		
	<b>Objective and Preparation</b>		
A2.0	Offer, acceptance and performance		
A3.0	Documents		
A4.0	Design responsibility		
A5.0	Employer's agents		
A6.0	Site representative		
A7.0	Compliance with regulations		
A8.0	Works risk		
A9.0	Indemnities		
A10.0	Works insurances		
A11.0	Liability insurances		
A12.0	Effecting insurances		
A13.0	No clause		
A14.0	Security		
	<b>Execution</b>		
A15.0	Preparation for and execution of the works		
A16.0	Access to the works		
A17.0	Contract instructions		
A18.0	Setting out of the works		
A19.0	Assignment		
A20.0	Nominated subcontractors		
A21.0	Selected subcontractors		
A22.0	Employer's direct contractors		
A23.0	Contractor's domestic subcontractors		
	<b>Completion</b>		
A24.0	Practical completion		
A25.0	Works completion		
A26.0	Final completion		
A27.0	Latent defects liability period		
A28.0	Sectional completion		
A29.0	Revision of date for practical completion		
A30.0	Penalty for non-completion		
Carried forward R			

## SECTION 1 PRELIMINARIES

Brought forward R

### **Payment**

- A31.0 Interim payment to the contractor
- A32.0 Adjustment to the contract value
- A33.0 Recovery of expense and loss
- A34.0 Final account and final payment
- A35.0 Payment to other parties

### **Cancellation**

- A36.0 Cancellation by employer – contractor's default
- A37.0 Cancellation by employer – loss and damage
- A38.0 Cancellation by contractor – employer's default
- A39.0 Cancellation – cessation of the works

### **Dispute**

- A40.0 Dispute settlement

### **Substitute Provisions**

- A41.0 State clauses

### **Contract Variables**

- A42.0 The schedule

## **SECTION B: JBCC PRELIMINARIES**

### **Definitions and interpretation**

- B1.0 Definitions and interpretations

### **Documents**

- B2.0 Documents
- B2.1 Checking of documents
- B2.2 Provisional Bills of Quantities
- B2.3 Availability of construction documentation
- B2.4 Interests of agents
- B2.5 Priced documents
- B2.6 Tender submission

### **The Site**

- B3.0 The Site
- B3.1 Defined works area
- B3.2 Geotechnical investigation
- B3.3 Inspection of the site
- B3.4 Existing premises occupied
- B3.5 Previous work – dimensional accuracy
- B3.6 Previous work – defects
- B3.7 Services – known
- B3.8 Services – unknown
- B3.9 Protection of trees
- B3.10 Articles of value
- B3.11 Inspection of adjoining properties

Carried Forward R

B4.0	<b>Management of contract</b>
B4.1	Management of the works
B4.2	Programme for the works
B4.3	Progress meetings
B4.4	Technical meetings
B4.5	Labour and plant records
B5.0	<b>Samples, shop drawings and manufacturers' instructions</b>
B5.1	Samples of materials
B5.2	Workmanship samples
B5.3	Shop drawings
B5.4	Compliance with manufacturers' instructions
B6.0	<b>Temporary works and plant</b>
B6.1	Deposits and fees
B6.2	Enclosure of the works
B6.3	Advertising
B6.4	Plant, equipment, sheds and offices
B6.5	Main notice board
B6.6	Subcontractors' notice board
B7.0	<b>Temporary services</b>
B7.1	Location
B7.2	Water
B7.3	Electricity
B7.4	Telecommunication facilities
B7.5	Ablution facilities
B8.0	<b>Prime cost amounts</b>
B8.1	Responsibility for prime cost amounts
B9.0	<b>Attendance on N/S subcontractors</b>
B9.1	General attendance
B9.2	Special attendance
B9.3	Commissioning – fuel, water and electricity
B10	<b>Financial aspects</b>
B10.1	Statutory taxes, duties and levies
B10.2	Payment for preliminaries
B10.3	Adjustment of preliminaries
B10.4	Payment certificate cash flow
B11.0	<b>General</b>
B11.1	Protection of the works
B11.2	Protection / isolation of existing / sectionally occupied works
B11.3	Security of the works

Brought forward R

- B11.4 Notice before covering work
- B11.5 Disturbance
- B11.6 Environmental disturbance
- B11.7 Works cleaning and clearing
- B11.8 Vermin
- B11.9 Overhand work
- B11.10 Instruction manuals and guarantees
- B11.11 As built information
- B11.12 Tenant installations
- B12.0 **Schedule of Variables**
- B12.1 Schedule of variables

### SECTION C: SPECIFIC PRELIMINARIES

- C1 Contract drawings
- C2 General preambles
- C3 Trade names
- C4 Imported materials and equipment
- C5 Viewing the site in security areas
- C6 Commencement of works in security areas
- C7 Entrance permits to security areas
- C8 Security check of personnel
- C9 Prohibition on taking of photographs
- C10 HIV / AIDS awareness
- C10.1 Awareness champion
- C10.2 Awareness workshops
- C10.3 Posters, booklets, videos, etc
- C10.4 Access to condoms
- C10.5 Monitoring
- C11 Occupational Health and Safety Act

### SECTION 1

### PRELIMINARIES

**CARRIED TO FINAL SUMMARY**

R

### SUBTOTALS:

Category: Fixed R

Category: Value R

Category: Time R

## **BUILDING SPECIFICATIONS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO. 1</b> <b>ALTERATION</b> <b>(CPAP WORK GROUP NO. 102 UNLESS OTHERWISE STATED)</b>  <u>Note:</u> For preambles see "Standard Preambles to Trades"  <u>Note:</u> Unless otherwise described, the full description and specifications in the supplementary preambles in the preceding Bills are to apply equally to the short descriptions used in this Bill.  <u>OLD MATERIALS TO BECOME THE PROPERTY OF THE DEPARTMENT:</u> Old materials from alterations, except where described to be re-used shall become the property of the Department.  <u>OLD MATERIALS TO BE CARTED AWAY:</u> Old materials from the alterations, e.g. rubble etc, must be regularly carted from the site to a dumping site which shall be located by the contractor.  <b>REMOVAL OF EXISTING WORK AND REPAIRS:</b>				
1	Pre- cast wall fence: 1800mm high including posts.	m	250		
	<b>BILL NO. 1</b> <b>ALTERATION</b> <b>CARRIED OVER TO SUMMARY</b>			SUB-TOTAL	R_____

SQ



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO. 2</b> <b>EARTHWORKS</b> <b>(CPAP WORK GROUP NO. 104 UNLESS OTHERWISE STATED)</b>  <u>SUPPLEMENTARY PREAMBLES</u>  <u>Nature of Ground:</u>  The Tenderer must acquaint himself/herself with the Material to be excavated  The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "hard rock" or "soft rock".  <u>Excavations, etc.</u>  Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling, or for depositing within 150m of the perimeter of the excavations and spreading roughly levelled as directed, as well as for increase in bulk and multiple handling of excavated material by the Contractor's method of operation.  <u>Carting away of surplus material:</u>  Description of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.  <u>Working space and risk of collapse:</u>  Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as description.  <b><u>SITE CLEARANCE, ETC.</u></b>  <b><u>Site clearance:</u></b>  1 Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc.  2 Dig up to remove roots and trees with girth exceeding 1.5m and not exceeding 2.5m.  3 Trimming of trees, by cutting down all the outer big branches care should be exercises not to cause any damages whatsoever.  <b><u>EXCAVATION, FILLING, ETC OTHER THAN BULK</u></b>  <b><u>Excavation in earth or compacted earth filling not exceeding</u></b>  4 Trenches for 86 posts: 300mm x 300mm x 500mm deep				
	<b>BILL NO. 2</b> <b>EARTHWORKS</b> <b>CARRIED FORWARD</b>			SUB-TOTAL	R_____

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2</u> <u>EARTHWORKS: BROUGHT FORWARD</u> <u>(CPAP WORK GROUP NO. 104 UNLESS OTHERWISE STATED)</u>  <u>Extra over all excavations for carting away:</u>				R_____
5	Surplus material from excavations and/or stockpiles on site to a dumping site to be located by the contractor.	m <sup>3</sup>	5		
	<u>BILL NO. 2</u> <u>EARTHWORKS</u> <u>CARRIED OVER TO SUMMARY</u>			SUB-TOTAL R	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>BILL NO. 3</b>  <b>CONCRETE, ETC ...</b>  <b>(CPAP WORK GROUP NO. 110 UNLESS OTHERWISE STATED)</b></p> <p><b><u>UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES.</u></b></p> <p><b><u>Unreinforced concrete with a coarse aggregate of 19mm stones and a minimum comprehensive strength of 20Mpa at 28 days.</u></b></p> <p>Cast unreinforced concrete blocks in all the excavated trenches, to safely hold and secure the bekafix posts in position. The concrete to be of a 1:4:4 ratio and shall be of 20Mpa/ 19mm</p>				
1	Concrete trenches for Bekafix posts 86 posts: 300mm x 300mm x 500mm deep.	m <sup>3</sup>	5		
	<p><b>BILL NO. 3</b>  <b>CONCRETE</b>  <b>CARRIED OVER TO SUMMARY</b></p>			SUB-TOTAL	R

SS

TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO. 4</b> <b>FENCING</b> <b>(CPAP WORK GROUP NO. 136 UNLESS OTHERWISE STATED)</b>  <u>Bekafix or similar approved</u>  <u>Posts</u>  <u>Supply and install bekafix posts H-shaped profile easy clip 70mm x 44mm x 2mm and allow panels to fit laterally and seal up against the inside of the posts, with three pre drilled holes for fixing of the special metal security clips with bolts punched holes for positioning and fixing of the panels by means of fixing clips. N.B. The Fence should be 100mm above ground level</u>				
1	Bekafix secure post 3200mm high drilled RAL7021 anthracite coated including all necessary accessories.  <u>Panels</u>	No.	86		
2	Supply and install Nylofor medium panels 3000mm wide x 2600mm high with vertical barbs of 30mm on one side. The horizontal 3-D bends, aperture 200mm 50mm, including all neccessasy accessories.  <u>Robusta Sliding Gates</u>  <u>Supply and install 3000mm wide x 2600mm high Robusta sliding gates. The frame of the gate shall 60mm x 60mm x 2mm. Bar 25mm x 25mm x 1.5mm with a distance of 110mm vertical tulular infill. The gate shall be hung to posts with bracket and pair of heavy duty rubber wheels supporting the gate at the top and two steel sliding wheels at the bottom of the gate running on the steel trackof 12000mm x 50mm x 5mm thick flat and 16mm round bar fastening with front and back stop end, embedded on the ground by 15Mpa concrete. The gate shall be fitted with security sliding gate lock with three keys properly inserted in the gate.</u>	No.	86		
3	Sliding gates size 3000mm long x 2600mm high.  <u>NB: Certificate of compliance after installation shall be provided by the Contractor.</u>  <u>Security razor wire</u>  <u>Supply and install one row of flat wrap razor security wire in 300mm diameter vertical loops fixed at each intersection with barbed strainingwires with and including 2.5mm galvanised binding wire</u>	No.	1		
4	Wrap razor wire all around the top of bekafix fence.	m	260		
	<b>BILL NO. 4</b> <b>FENCING</b> <b>CARRIED OVER TO SUMMARY</b>			SUB-TOTAL	R _____

## **MECHANICAL SPECIFICATIONS**





## SUMMARY OF TRADES

		<u>Amount</u>
1	Alterations	R _____
2	Earthworks	R _____
3	Concrete, etc...	R _____
4	Fencing	R _____
5	Mechanical work	R _____

SUB-TOTAL:

R \_\_\_\_\_

TOTAL AMOUNT CARRIED TO FINAL SUMMARY:

R \_\_\_\_\_

## FINAL SUMMARY

[illegible]

## **T2.2 Returnable Schedules required for tender evaluation purposes**

PA -11: Declaration of Interest

## PA-11: DECLARATION OF INTEREST

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Tender / Bid no:	DOT 2016/07	Reference no:	

Any person, including persons in the employ of the State; or persons acting on behalf of the State, performing business as a sole proprietor or in partnership; or persons acting in the capacity of a trustee/s of a trust; or any legal entity, including legal entities and trusts, of which the members, directors, shareholders, trustees and/or beneficiaries are in the employ of the State or act on behalf of the State, may make an offer or offers in terms of this tender / bid invitation.

In view of the possible allegations of favouritism, should the resulting tender / bid, or part thereof, be awarded to persons employed by the State; or to persons who act on behalf of the State; or to persons connected or related to them, the tenderer / bidder or the tenderer / bidder duly authorized representative shall disclose herein any relationship and/or kinship, including blood relation, which he/she; his/her employer; the tenderer / bidder management; members; directors; partners; shareholders; trustees; and/or beneficiaries may have with any person or persons in the employ of the State and/or with any person or persons acting on behalf of the State and who may directly or indirectly be involved in/or may be in a position to influence the adjudication and/or evaluation and/or award of this tender / bid.

In order to give effect to the above, the following questionnaire shall be completed and submitted with the tender / bid. Failure to furnish the information requested in the questionnaire below may render the tender / bid submission not to be considered at all.

**(In answering the questions below, indicate the applicable answer with a ☒ and cross the other out)**

Is the tenderer / bidder and/or the duly authorized representative in the employ of the State?

**YES NO**

If yes, state the full particulars of such person/s, together with their current position held as an employee of the State.

Is the tenderer / bidder and/or the duly authorized representative in the employ of the person/s or legal entity acting on behalf of the State who may directly or indirectly be involved in/or may be in a position to influence the adjudication and/or evaluation and/or award of this tender / bid? **YES NO**

If yes, state the full particulars of such person/s, together with their current position held as an employee of such person/s or legal entity acting on behalf of the State.

Does the tenderer / bidder, the tenderer's / bidder's duly authorised representative/or any of the tenderer's / bidder's employees, management, partners, members, directors, shareholders, trustees and/or beneficiaries have any relationship (family, friend, business- or financial interest) with a person, or persons in the employ of the State and/or in the employ of the person/s or legal entity acting on behalf of the State who may directly or indirectly be involved in/or may be in a position to influence, the adjudication and/or evaluation and/or award of this tender / bid? **YES NO**

If yes, state the full particulars of the persons between whom the relationship exists, the nature of the relationship and the current position/status of such employee/s of the State and/or of the person/s and/or legal entity acting on behalf of the State herein.



dpwr

Department:  
**Public Works and Roads**  
North West Provincial Government  
Republic of South Africa

PA-11: Declaration of Interest

**Tender / Bid no: DOT 2016/07**

Does the tenderer / bidder have access or potential access to information on a Bid emanating from the business unit who will be directly contracted to management information by virtue of their appointment in the Department of Public Works North West? **YES NO**

If yes, state full particulars for your current position.

---

---

---

Does the tenderer / bidder share premises with any service provider contracted to the Department of Public Works North West? **YES NO**

If yes, state particulars on premises.

---

---

---

Does the tenderer / bidder have any previous involvement in the execution of this project?

**YES NO**

If yes, state details of previous involvement in this project.

---

---

---

Does the tenderer / bidder have any subcontracting relationship with any service provider that is rendering a service to the Department of Public Works North West in any capacity? **YES NO**

If yes, state the relationship.

---

---

---

I, the undersigned, \_\_\_\_\_  
(name of the person duly authorised to sign the bid / tender documents on behalf of the tenderer / bidder) hereby certify that the information, furnished above, is correct in all respects. I accept and understand that the Department of Public Works North West, as representative of the Government of the Republic of South Africa in this tender / bid, may act against me and the tenderer / bidder, jointly and severally, should this declaration prove to be false.

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Full name of signatory

\_\_\_\_\_  
Name of Tenderer / Bidder

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature



dpwr

Department:  
Public Works and Roads  
North West Provincial Government  
Republic of South Africa

PA -11.1(EC): Declaration of Interest

## PA-11.1 (EC): COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Tender / Bid no:	DOT 2016/07	Reference no:	

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

### NAME OF ENTERPRISE

--

### VAT REGISTRATION NUMBER

--

### CIDB REGISTRATION NUMBER

--

### PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number	
Close corporation number	
Tax reference number	

### RECORD IN THE SERVICE OF THE STATE

Indicate by marking the relevant with a right, if any sole proprietor, partner in a partnership, or director, member, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months:

- A member of any municipal council
- A member of any provincial legislature
- A member of the National Assembly or the National Council of Provinces
- A member of the board of directors of any municipal entity
- An official of any municipality or municipal entity
- An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of Parliament or a provincial legislature



dpwr

Department:  
Public Works and Roads  
North West Provincial Government  
Republic of South Africa

PA -11.1(EC): Declaration of Interest

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of State	Position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

\* insert separate page if necessary

#### RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

Indicate by marking the relevant with a right, if any spouse, child or parent of a sole proprietor, partner in a partnership, or director, member, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months:

- A member of any municipal council
- A member of any provincial legislature
- A member of the National Assembly or the National Council of Provinces
- A member of the board of directors of any municipal entity
- An official of any municipality or municipal entity
- An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of Parliament or a provincial legislature





dpwr

Department:  
Public Works and Roads  
North West Provincial Government  
Republic of South Africa

PA -11.1(EC): Declaration of Interest

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of State	Position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

\* insert separate page if necessary

**THE UNDERSIGNED, WHO WARRANTS THAT HE / SHE IS DULY AUTHORISED TO DO SO ON BEHALF OF THE ENTERPRISE**

Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

Confirms that neither the name of the enterprise nor the name of any partner, manager, director or other person, who wholly or partially exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Confirms that no partner, member, director or other person, who wholly or partially exercises, or may exercise, control over the enterprise has within the last five years been convicted of fraud or corruption;

Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers / bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Full name of signatory

\_\_\_\_\_  
Name of Tenderer / Bidder

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature



## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR DEPARTMENT OF TOURISM

BID NUMBER: DOT 2016/07

CLOSING DATES: *As Per Advert*

CLOSING TIME: 11:00

DESCRIPTION: **SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY**

**The successful bidder will be required to fill in and sign a written Contract Form.**

BID DOCUMENTS MAY BE POSTED TO: **Department of Public Works and Roads**  
**Private Bag x 2037**  
**Mmabatho**  
**2735**

OR

DEPOSITED IN THE BID BOX SITUATED AT:

**Department of Public Works and Roads****Old Parliament building, Modiri Molema road, Gate House, Mmabatho****North West Province****2735**

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED  
 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS.....

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR .....☐

[TICK APPLICABLE BOX]

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)**



ARE YOU THE ACCREDITED REPRESENTATIVE  
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

---

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Department: **Tourism**

Contact Person: **Angelinah Moeketsi/Michael Sebogodi**

Tel: **018 388 2706/ 018 388 1478**

E-mail address: **Amoeketsi@nwpg.gov.za/ Sebogodim@nwpg.gov.za**

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Department of Public Works and Roads**

Contact Person: **K. Mpunzi/ B. Momo/ W. Strydom**

Tel: **018 293 9000**

Fax: **018 297 8393**

E-mail address: **kmpunzi@nwpg.gov.za**



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity ..... Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company ..... Registration ..... Number: .....

2.5 Tax ..... Reference ..... Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person  
connected to the bidder is employed : .....



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

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....



**3 Full details of directors / trustees / members / shareholders.**

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

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



SBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

---

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.	



## 2. DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** *means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.



### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid



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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity,  
provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated  
entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group  
structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that  
such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise  
that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.



5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other

enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the

contract is sub-contracted to an EME that has the capability and ability to execute the

sub-contract.

## 6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## 8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? .....

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

.....

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

## 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm ..... :

9.2 VAT registration number : .....

9.3 Company registration number ..... :

## 9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....

## 9.6 COMPANY CLASSIFICATION



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

[TICK APPLICABLE BOX]

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

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

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

**WITNESSES:**

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

.....



## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Js365bW



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder



6. The bidder has arrived at the accompanying bid independently from without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been 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.
10. 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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



PA -15.1: Resolution of board of Directors

**PA-15.1: RESOLUTION OF BOARD OF DIRECTORS**

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

**Note:**

1. \* Delete which is not applicable

2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise

3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

PA -15.2: Resolution of board of Directors to enter into Consortium or Joint Venture

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

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

\_\_\_\_\_

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

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

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

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

**Note:**

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**



PA -15.3: Special Resolution of Consortia of Joint Venture

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

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

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

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

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

#### RESOLVED that:

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

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

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

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

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

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

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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

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

Note:

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. 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

and who will sign as follows:

\_\_\_\_\_

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

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: \_\_\_\_\_
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture deriving from in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

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

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)



## PA -15.3: Special Resolution of Consortia of Joint Venture

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

**Note:**

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

**dpwr**

Department:  
**Public Works and Roads**  
North West Provincial Government  
Republic of South Africa

DPW 16 (EC): Site Inspection Certificate

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

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Tender no:	DOT 2016/07	Reference no:	
Closing date:	As per Advert		

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ visited the site on: \_\_\_\_\_

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

Name of Tenderer	Signature	Date

Name of DPWR North West Representative	Signature	Date

PA -16.1: Preference Points Claim Form and Affidavit

## PA-16.1 (EC): PREFERENCE POINTS CLAIM FORM AND AFFIDAVIT

**PREFERENCE CLAIM FORM AND AFFIDAVIT IN RESPECT OF PREFERENCE POINTS CLAIMED FOR HDI OWNERSHIP AND OTHER SPECIFIC GOALS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001** (Hereinafter referred to as the "Act" and the "Regulations" respectively)

**NB:** 1. This form is to be read with the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2001, Notice & Invitation to Tender and the Tender Data pertaining to this Tender completed according to the definitions and information contained in said documents.

2. **Failure to complete this form will be interpreted to mean that preference points are not claimed by the Tenderer.**

<b>Project description:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>
<b>Tender no:</b>	<b>DOT 2016/07</b>

### 1. PARTICULARS OF TENDERER:

**Name of Tendering Entity (the Tenderer):** .....  
(must correspond with the Form of Offer and Acceptance DPW-07 (EC) in Section C1.1)

<b>Physical Address:</b>	<b>Postal Address:</b>
.....	.....
.....	.....
.....	.....
.....	.....

<b>Company/CC Registration No:</b>	<b>Tenderer's Income Tax Reference No:</b>
.....	.....
<b>Company VAT Registration No:</b>	
.....	

**Name of the duly authorized Representative of the Tenderer:** .....  
(must correspond with the Resolution PA-15.1, PA-15.2 and/or PA-15.3)

<b>Telephone:</b>	<b>Facsimile:</b>
.....	.....

### 2. CLAIM FOR PREFERENCE POINTS BASED ON THE EQUITY OWNERSHIP BY HDI IN TERMS OF THE DOCUMENTATION REFERRED TO ABOVE:

Ownership	Percentage owned
Equity ownership by persons who had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa 1993 (Act 200 of 1993) ("the Interim Constitution")	...N/A....%
Equity Ownership by persons who are female	...N/A....%
Equity Ownership by persons who are disabled*	...N/A....%
Equity Ownership by persons who are a youth (under age 35)**	...N/A....%

PA -16.1: Preference Points Claim Form and Affidavit

*\*If points are claimed for disabled persons, indicate nature of impairment by completing the Medical Certificate for the Confirmation of Permanent Disabled Status (PA-14).*

*\*\*If points are claimed for youths, attached proof of date of birth*

**CLAIM FOR PREFERENCE POINTS BASED ON A TENDERED CONTRACT PARTICIPATION GOAL IN ACCORDANCE WITH FORM PA-16.2 (EC): TENDER- AND CONTRACT CONDITIONS PERTAINING TO CONTRACT PARTICIPATION GOAL (PARTICIPATION OF TARGETED ENTERPRISES):**

**a. Tender Parameters:**

Sum Tendered (exclusive of Value Added Tax)	R.....
Less: Preliminaries	R.....
Less: Contingencies and escalation	R.....
<b>NET AMOUNT</b>	<b>R..... (1)</b>

**b. I/We commit to achieve the Contract Participation Goal tendered herein by awarding Contracts to Targeted Enterprises:**

The value of Contracts to be awarded to Targeted Enterprises (excluding Value Added Tax, Preliminaries, Contingencies and Escalation)	R..... (2)
---	------------

**c. Total Contract Participation Goal Tendered is:**

$= (2)/(1) \times 100 = R...../R..... \times 100$	$=.....\%$
---	------------



PA-16.1 (EC): Preference Claim Form and Affidavit

3. LIST ALL PARTNERS, PROPRIETORS AND SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, HDI-STATUS AND OWNERSHIP, AS RELEVANT:

Name #	Identity/ Registration Number	Citizenship #	HDI-Status ###				Date of Ownership	% Owned	% Voting
			No franchise in elections	Female	Disabled	Youth			
1.			Yes No	Yes No	Yes No	Yes No			
2.			Yes No	Yes No	Yes No	Yes No			
3.			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			
7.			Yes No	Yes No	Yes No	Yes No			
8.			Yes No	Yes No	Yes No	Yes No			
9.			Yes No	Yes No	Yes No	Yes No			
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			
13.			Yes No	Yes No	Yes No	Yes No			
14.			Yes No	Yes No	Yes No	Yes No			
15.			Yes No	Yes No	Yes No	Yes No			

94

PA-16.1 (EC): Preference Claim Form and Affidavit

**If Tenderer intends claiming Direct Preference points based on equity stated in table above, the following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation will be interpreted to mean that preference points are not claimed by the Tenderer.**

Legal Status of Tendering Entity:	Documentation to be submitted with the tender:
<b>If the Tendering Entity is:</b>	
A Close Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	Certified copies of the Founding Statement – CK1
A private Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 53(b)]	Certified copies of: Certificate of Incorporation – CM1 Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership /shareholding percentage relative to the total.
A private Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973, in which any, or all, shares are held by another Close Corporation or Company with, or without, share capital	Certified copies of documents referred to in a. and/or b. above in respect of all such Close Corporation(s) and/or Company (ies).
A public Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 21]	A signed statement of the Company's Secretary confirming that the Company is a public Company.
A natural person or a Partnership	Certified copy of the Identity Document of: such natural person, or each of the Partners to the Partnership

**4. OTHER RELEVANT INFORMATION TO BE PROVIDED:**

4.1 Complete the following information for each Partner, Proprietor, Shareholder, Director, Member and Officer of the Tenderer (viz. Chairperson, Secretary, Director, etc.)

Title	Name	Identity Number	HDI Status ###				Percentage of time devoted to the Tendering Entity
			No franchise in elections Yes No	Female Yes No	Disabled Yes No	Youth Yes No	
1.			Yes No	Yes No	Yes No	Yes No	
2.			Yes No	Yes No	Yes No	Yes No	
3.			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	
7.			Yes No	Yes No	Yes No	Yes No	
8.			Yes No	Yes No	Yes No	Yes No	
9.			Yes No	Yes No	Yes No	Yes No	
10.			Yes No	Yes No	Yes No	1 Yes No	
11.			Yes No	Yes No	Yes No	Yes No	
12.			Yes No	Yes No	Yes No	Yes No	
13.			Yes No	Yes No	Yes No	Yes No	
14.			Yes No	Yes No	Yes No	Yes No	
15.			Yes No	Yes No	Yes No	Yes No	

### state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) &amp; the Preferential Procurement Regulations, 2001)

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use  
Effective date February 2007

PA-16.1 (EC): Preference Claim Form and Affidavit

4.2 Identify by name, HDI-status and length of service, those individuals (including Owners and non-Owners) responsible for the day-to-day management and business decisions:

Name	HDI-status ###				Length of service (Years)
	No franchise in elections	Female	Disabled	Youth	
	Yes No	Yes No	Yes No	Yes No	
<b><u>FINANCIAL DECISIONS</u></b>					
Cheque signing	Yes No	Yes No	Yes No	Yes No	
Signing & Co-signing for loans	Yes No	Yes No	Yes No	Yes No	
Acquisition of lines of credit	Yes No	Yes No	Yes No	Yes No	
Sureties	Yes No	Yes No	Yes No	Yes No	
Major purchase or acquisitions	Yes No	Yes No	Yes No	Yes No	
Signing contracts	Yes No	Yes No	Yes No	Yes No	
<b><u>MANAGEMENT DECISIONS</u></b>					
Estimating	Yes No	Yes No	Yes No	Yes No	
Market and sales operations	Yes No	Yes No	Yes No	Yes No	
Hiring and firing of management personnel	Yes No	Yes No	Yes No	Yes No	
Supervision of office personnel	Yes No	Yes No	Yes No	Yes No	
Supervision of Field / Production activities	Yes No	Yes No	Yes No	Yes No	

### state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) & the Preferential Procurement Regulations, 2001)

PA-16.1 (EC): Preference Claim Form and Affidavit

4.3 If this tender offer is submitted by a Consortium or Joint Venture, provide the following information regarding the Participation Parameter of each of the Tendering entities relative to the project tendering for:

Name of Consortium / Joint Venture Partner	Participation Parameter expressed as a percentage
1.	..... %
2.	..... %
3.	..... %
4.	..... %
5.	..... %

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Offer for scrutiny purposes during the Evaluation stage. All other requirements for deliverable documents pertaining to Consortium / Joint Ventures, as described in the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 3, 4.1, 4.2 & 4.4 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

4.4 LIST THE FOLLOWING PERSONNEL OR EXTERNAL FIRMS WHO PROVIDE THE FOLLOWING SERVICES:

Service	Name	Contact Person	Telephone
Accounting			
Legal			
Auditing			
Banking			
Insurance			

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
 For Internal & External Use  
 Effective date February 2007

PA-16.1 (EC): Preference Claim Form and Affidavit

**DECLARATION: TO BE SIGNED IN THE PRESENCE OF A COMMISSIONER OF OATH**

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

- 5.1 the information and particulars contained in this Affidavit are true and correct in all respects;
- 5.2 the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2001 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;
- 5.3 the Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein.
- 5.4 the Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5.5 any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;
- 5.6 the Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations claimed in 2.A above, has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2001 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax), tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore: failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC)

**Signed by the Tenderer**

Name of representative	Signature	Date

Signed and sworn to before me at ..... on this, the ..... day of ....., 20..., by the Deponent, who has acknowledged that he/she knows and understands the contents of

this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to the taking of the prescribed oath that the prescribed oath will be binding on his/her conscience.

**Signed: Commissioner of Oath:** .....

OFFICIAL STAMP
----------------



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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender / Bid no:</b>	<b>DOT 2016/07</b>	<b>Reference no:</b>	

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal  
 addresses) declare that I have examined Mr. / Ms. \_\_\_\_\_,  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." – as per Preferential Procurement Policy Framework Act No 5 of 2000.

The nature of the disability is as follows:

---



---



---

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_  
 20\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**OFFICIAL STAMP MEDICAL PRACTITIONER**



**SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY**

**Note:** The Tenderer is requested to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the tender offer being disregarded.

### 1.1 Artisans and employees

## 1.2 Machinery, plant etc.

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
For Internal & External Use  
Effective date February 2007

DPW-09 (EC): Capacity of Tenderer



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

### 2.1 Current projects

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commence- ment	Scheduled date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							

102

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".  
Effective date February 2007  
For Internal & External Use

DPW-09 (EC): Capacity of Tenderer

2.2 Previous projects (Attach Signed Final Certificates of Completion)

Project	Place (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion	Actual date of completion
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Name of Tenderer	Signature	Date

Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".  
 For Internal & External Use  
 Effective date February 2007



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



dpwr

Department:  
Public Works and Roads  
North West Provincial Government  
R

DPW-21 (EC): Record of Addenda to Tender Documents

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

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Tender no:	DOT 2016/07	Reference no:	

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

105

**dpwr**

Department:  
**Public Works and Roads**  
North West Provincial Government  
Republic of South Africa

DPW-15 (EC): Schedule of proposed subcontractors

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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender no:</b>	<b>DOT 2016/07</b>	<b>Reference no:</b>	

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

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

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

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

**Name of organisation:**

905





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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender no:</b>	<i>DOT 2016/07</i>	<b>Reference no:</b>	

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Electrical Contracting Board of S.A.:</b>	

Name of Tenderer	Signature	Date

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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender no:</b>	<b>DOT 2016/07</b>	<b>Reference no:</b>	

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

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

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

These net amounts will be adjusted as follows:

### FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

## **VOLUME 3: CONTRACT**



## **Part C1: Agreement and Contract data**

## C1.2 Contract Data

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

## **CONTRACT DATA FOR SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY**

Tender no: **DOT 2016/07**

	<p>The Conditions of Contract are clauses 1 to 41 of the <b>JBCC</b> Series 2000 Principal Building Agreement (Edition 4.1 of March 2005 ) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
--	---

	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b></p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
--	--

<b>42.0</b>	<b>Part 1: Contract Data completed by the Employer:</b>
-------------	---

<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>42.1.1</b>	<p><b>Employer:</b></p> <p>Government of the Republic of South Africa in its Department of Tourism North West Province.</p> <p>Postal address:  <i>Private Bag X2099              Mmabatho              2735</i></p> <p>Tel: <i>018-388 2706</i></p> <p>Physical address:  <i>Department of Tourism              Garona Building, West Wing First Floor              University drive              Mmabatho</i></p>

[1.2]



Tender no: **DOT 2016/07**

42.1.2 [1.1, 5.1]	<b>Principal Agent:</b> <b>Department of Public Works And Roads - Dr Kenneth Kaunda District</b>  Postal address: <b>Private Bag X918</b> <b>POTCHEFSTROOM</b> <b>2531</b>  Tel: <b>018-2939000</b> Fax: <b>018-2930889</b>
[1.1]	<b>Representative of the Employer:</b> <b>Department of Tourism – Ngaka Modiri Molema</b> <b>Messrs A. Moeketsi/M. Sebogodi</b>  Postal address: <b>Private bag X2099</b> <b>MMABATHO</b> <b>2735</b>  Tel: <b>018-388 2706</b>
42.1.3 [1.1, 5.2]	<b>Agent (1)</b> insert name  <b>Agent's service:</b> insert service  <b>Postal address:</b> insert postal address insert town insert postal code  Tel: insert tel no                      Fax: insert fax no
42.1.4 [1.1, 5.2]	<b>Agent (2)</b> insert name  <b>Agent's service:</b> insert service  <b>Postal address:</b> insert postal address insert town insert postal code  Tel: insert tel no                      Fax: insert fax no
42.1.5 [1., 5.2]	<b>Agent (3)</b> insert name  <b>Agent's service:</b> insert service  <b>Postal address:</b> insert postal address insert town insert postal code  Tel: insert tel no                      Fax: insert fax no

Tender no: *DOT 2016/07*

42.1.6 [1.1, 5.2]	<b>Agent (4)</b> <i>insert name</i>  <b>Agent's service:</b> <i>insert service</i>  Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i>  Tel: <i>insert tel no</i> Fax: <i>insert fax no</i>
42.1.7 [1.1, 5.2]	<b>Agent (5)</b> <i>insert name</i>  <b>Agent's service:</b> <i>insert service</i>  Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i>  Tel: <i>insert tel no</i> Fax: <i>insert fax no</i>
42.1.8 [1.1, 5.2]	<b>Agent (6)</b> <i>insert name</i>  <b>Agent's service:</b> <i>insert service</i>  Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i>  Tel: <i>insert tel no</i> Fax: <i>insert fax no</i>
42.1.9 [1.1, 5.2]	<b>Agent (7)</b> <i>insert name</i>  <b>Agent's service:</b> <i>insert service</i>  Postal address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i>  Tel: <i>insert tel no</i> Fax: <i>insert fax no</i>

<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a <b>State</b> organ only Where so :

Tender no: DOT 2016/07

<p>[1.1 #] [31.11.2 #] [31.12.2#]</p> <p>[11.2.#]</p> <p>[31.4.2 #]</p> <p>[40.2.2.#]</p> <p>[26.1.2 #]</p>	<p>1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>3) Payment will be made for materials and goods Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>4) Dispute resolution by litigation Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>5) Extended <b>defects</b> liability period applicable to the following elements: <b>state elements</b></p>
<p>42.2.6 [15.3]</p>	<p>Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b>: Ten (10) <b>working days</b>.</p>
<p>42.2.7</p> <p>[24.3.1] [30.1]</p>	<p>For the <b>works</b> as a whole:</p> <p>The date for <b>practical completion</b> shall be <b>3 MONTHS</b> from the <b>commencement date</b> and the <b>penalty</b> per calendar day shall be <b>5.75 cents / per R100-00 of estimate</b>.</p>
<p>42.2.8</p> <p>[24.3.1] [28.1]</p>	<p>For the <b>works</b> in <b>sections</b>:</p> <p>The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty</b> per calendar day:</p> <p>Section 1: <b>insert description as may be applicable</b>  <b>insert penalty amount</b></p> <p>Section 2: <b>insert description as may be applicable</b>  <b>insert penalty amount</b></p> <p>Section 3: <b>insert description as may be applicable</b>  <b>insert penalty amount</b></p> <p>Section 4: <b>insert description as may be applicable</b>  <b>insert penalty amount: 5.75 cents / per R100-00 of estimate.</b></p> <p>Section 5: <b>insert description as may be applicable</b>  <b>insert penalty amount</b></p> <p>Section 6: <b>insert description as may be applicable</b>  <b>insert penalty amount</b></p>
<p>42.2.9 [1.2]</p>	<p>The law applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b></p>



Tender no: **DOT 2016/07**

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%  With a deductible not exceeding 5% of each and every claim Or  <input type="checkbox"/> For the minimum sum of <b>R insert amount (insert amount in words)</b>  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b>  <input type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim Or  <input type="checkbox"/> For the sum of <b>R insert amount (insert amount in words)</b>  With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the <b>contractor</b>  For the sum of <b>R insert amount (insert amount in words)</b>  With a deductible of <b>R insert amount (insert amount in words)</b>
<b>42.4</b>	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with:  <input checked="" type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended)  Or  <input type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999  Or  <input type="checkbox"/> Other ( <i>specify</i> )
42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents</b> : <b>No</b>

**Tender no: DOT 2016/07**

<p>42.4.6 [31.5.3]</p> <p>[32.13]</p>	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (<b>CPAP</b>) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated March 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause</b></p> <p>1.1 <b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement</b> date and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p><b>PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p>

**SECURITY** – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

#### **Damage to the works**

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

10.6 Add the following as 10.6

#### **Injury to Persons or loss of or damage to Properties**

- (1) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (2) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable



- (3) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (4) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

#### **HIGH RISK INSURANCE**

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

##### **10.7.1 Damage to the works**

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

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

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

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

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

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

- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole
- 14.0 Replace the entire clause 14.0 with the following:
- 14.0 SECURITY**
- 14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)**
- 14.1.1 The payment reduction of the value certified in a payment certificate shall be *mutatis mutandi* in terms of 31.8(A)**
- 14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor**
- 14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.**
- 14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:**
- 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date**
- 14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT) refund the balance to the contractor**
- 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor**
- 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor**
- 14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor**

Tender no: **DOT 2016/07**

	<p>14.3.6 The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:</p> <p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction Guarantee</b> form included in the invitation to tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT)</p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last certificate of <b>practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) <b>calendar days</b> of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five per cent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) <b>calendar days</b> from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) <b>calendar days</b> of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction</p>
--	---



in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

15.1.1 No clause

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

15.1.4 Add 15.1.4 as follows:

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

15.2.1 Under 41: Amend to read as follows:

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

17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"

20.1.3 No clause

21.0 No clause

26.1.2 Add # next to 26.1.2

29.2.5 No clause

31.5.2 Security adjustments in terms of 14.0 or 31.8

31.8 Amend as follows:

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

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

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

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

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

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

following percentage adjustments:

- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the  
32.5.4 **contractor**"  
and  
32.5.7
- 34.1 Remove #
- 34.2 Add # next to 34.2
- 34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**
- 34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
- 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract
- 36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract
- 36.3 Remove reference to "No clause" replace "**principal agent**" with "**employer**"
- 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this  
37.5 **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever,  
and the **contractor** shall on written instruction, discontinue with the **works** on a date stated  
38.7 And withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
- 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"  
And  
38.5.4
- 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) **working days** of completion of such a report"
- 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"
- 40.6 under clause 41 – Remove reference to no clause
- 40.7.1 Change "(10)" to "(15)"

	<p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs.</p>
<b>42.0</b>	<b>Part 2: Contract Data provided by the Contractor:</b>
<b>42.5</b>	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted <b>contract sum</b> inclusive of <b>tax</b> is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim <b>payment certificate</b> : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/>



Tender no: DOT 2016/07

42.5.7 [14]	<p><b>The security to be provided by the contractor:</b></p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <p>(1) cash deposit of 10 % of the <b>contract sum</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable <b>construction guarantee</b> of 10 % of the <b>contract sum</b> (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) Cash deposit of 5% of the <b>contract sum</b> (excluding. VAT) and a payment reduction of 5% of the value certified in the <b>Payment certificate</b> (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) (DPW-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the <b>construction period</b>:</p> <p>From: _____ to _____</p>

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

Tender no: DOT 2016/07

42.5.7 [14]	<p><b>The security to be provided by the contractor:</b></p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <p>(1) cash deposit of 10 % of the <b>contract sum</b> (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(2) variable <b>construction guarantee</b> of 10 % of the <b>contract sum</b> (excluding VAT) (DPW-10.3 EC) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(3) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(4) Cash deposit of 5% of the <b>contract sum</b> (excluding. VAT) and a payment reduction of 5% of the value certified in the <b>Payment certificate</b> (excluding. VAT) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p>(5) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) (DPW-10.1 EC) <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span></p> <p><b>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the <b>construction period</b>:</p> <p>From: _____ to _____</p>

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

# **PA-16.2 (EC) TENDER AND CONTRACT CONDITIONS PERTAINING TO: CONTRACT PARTICIPATION GOAL (PARTICIPATION OF TARGETED ENTERPRISES)**

## **CONTENTS**

1. Introduction
2. Scope
3. Definitions
4. Requirements
  - 4.1 Contract participation goal
  - 4.2 Achieving the contract participation goal
  - 4.3 Points awarded for the tendered contract participation goal
5. Compliance with the contract
  - 5.1 General
  - 5.2 Substitutions
  - 5.3 *Bona fides* of targeted enterprises
6. Records
7. Penalties

Annexure A: Contract Participation Goal Implementation Plan

Annexure B: Targeted Enterprise Declaration Affidavit

Annexure C: Letter of Undertaking from a Targeted Enterprise to act as a Subcontractor



## PARTICIPATION OF TARGETED ENTERPRISES

### 1. Introduction

This document provides for the setting of participation targets (contract participation goal) for a contract, the measurement of key participation indicators to be used in the evaluation of tenders and the audit of compliance with tendered contract participation goals during the execution of the contract.

### 2. Scope

This document:

- 2.1 specifies the general requirements for contracting targeted enterprises on a contract for the provision of works and/or services;
- 2.2 specifies the requirements for the contract participation goal; and
- 2.3 describes the means by which:
  - 2.3.1. progress towards the achievement of the tendered contract participation goal will be monitored;
  - 2.3.2. compliance with requirements will be verified and monitored; and
  - 2.3.3. penalties will be applied in the event of non-compliance with requirements set out herein

### 3. Definitions

For the purposes of this document, unless the context indicates otherwise:

- 3.1 **commercially useful function** means the actual performance of works or the provision of services in the discharge of any contractual obligation, which includes, without limitation, the performance of a distinct element of works and/or services which the targeted enterprise has the skills and expertise to undertake the responsibility for management and supervision.
- 3.2 **Contract participation goal (CPG)** means the financial value of works and/or services which the contractor subcontracts to targeted enterprises, exclusive of preliminaries, contingencies, escalation and value added tax, expressed as a percentage of the net amount.
- 3.3 **Net amount** means the financial value of the contract at the time of the award thereof, exclusive of preliminaries, contingencies, escalation and value added tax.
- 3.4 **Principal agent / engineer** means the principal agent if the JBCC 2000 Principal Building Agreement is used, or engineer if the GCC 2004 General Conditions of Contract is used.
- 3.5 **Targeted enterprise** means a contractor who is registered with the CIDB in a potentially emerging (PE) contractor grading designation.
- 3.6 **Targeted enterprise declaration affidavit** means an affidavit, in the format provided for in the contract, which confirms the bona fides of a targeted enterprise.

### 4. Requirements

#### 4.1 Contract participation goal

- 4.1.1. The contractor shall subcontract targeted enterprises directly in the performance of the contract to the extent that the total financial value of such subcontracts, in accordance with all the requirements of this document, is sufficient to achieve the contract participation goal provided for in the contract.

NOTE: The contract participation goal is to be tendered in the Preference Points Claim Form and Affidavit (PA-16.1 EC) in T2.2 which must be submitted together with the tender. Failure to tender a contract participation goal will result in the contractor not being awarded indirect preference points.

- 4.1.2. The contractor must submit to the principal agent / engineer details of his plan to achieve the tendered contract participation goal in the Contract Participation Goal Implementation Plan (see annexure A), within five working days of being instructed to do so. If no such instructions are given, these plans must be submitted to the principal agent / engineer before or with the submission of the first claim for payment.

**NOTE:** The information contained in the Contract Participation Goal Implementation Plan facilitates the monitoring of the performance of the contractor in terms of his contract participation goal obligations.

#### **4.2 Achieving the contract participation goal**

##### **4.2.1. General**

A contractor may achieve the contract participation goal by subcontracting one or more targeted enterprises to perform commercially useful functions in the performance of the contract.

##### **4.2.2. Verification of the status of targeted enterprises**

Contractors must submit to the principal agent / engineer completed Targeted Enterprise Declaration Affidavits (see annexure B), together, where required, with Letters of Undertaking to act as Subcontractors (see annexure C), in respect of each and every targeted enterprise whose contribution shall be counted towards the tendered contract participation goal. These documents must be submitted before or with the submission of the first claim for payment, or as otherwise agreed in writing with the employer.

#### **4.3 Points awarded for the tendered contract participation goal**

- 4.3.1. Indirect preference points for the contract participation goal shall be granted by converting the following to a percentage of the net amount:

the total financial value of the works and/or services, exclusive of preliminaries, contingencies, escalation and value added tax, subcontracted to targeted enterprises, in fulfilling contractual obligations, subject to such targeted enterprises not further subcontracting.

- 4.3.2. The minimum contract participation goal for which indirect preference points will be awarded is set out in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

- 4.3.3. Tenderers will qualify for indirect preference points if their tendered contract participation goals are equal to or exceed the minimum set by the employer. Tenderers may increase their contract participation goals above the minimum and the tenderer who tenders the highest contract participation goal will receive the maximum indirect preference points allocated in the Notice and Invitation to Tender (PA-04 EC) in T1.1.

- 4.3.4. The number of indirect preference points awarded for the tendered contract participation goal will be calculated using the following formula:

$$Ng = \frac{Z(D - Ds)}{(X - Ds)}$$

Where:

Ng	=	the number of indirect preference points awarded
D	=	the tendered contract participation goal percentage
Ds	=	the specified minimum contract participation goal percentage stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1
X	=	the highest contract participation goal percentage tendered
Z	=	the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1

## **5. Compliance with the contract**

### **5.1 General**

5.1.1. The contractor must enter into written contractual agreements with all the targeted enterprises cited in the Contract Participation Goal Implementation Plan and shall, as soon as is practicable, but not later than the commencement of such subcontracted works and/or services, furnish the principal agent / engineer with copies of such agreements and the written acceptances thereof.

5.1.2. Such written contractual agreements must not contain any of the following:

- a) a right to set off in favour of the employing contractor not provided for by law;
- b) arbitrary decision making powers in favour of the employing contractor or his agent, with no recourse to independent adjudication in the event of a dispute arising;
- c) payment procedures based on a pay-when-paid system;
- d) retention percentages and periods of retention after completion, which are greater than percentages and periods provided for in the contract; or
- e) Conditions which are more onerous than those which exist in the contract.

5.1.3. The subcontracts to be performed by the targeted enterprises shall thereafter neither be reduced in scope, nor terminated without prior written notification to the employer.

### **5.2 Substitutions**

5.2.1. In the event that a contracted targeted enterprise is found:

- a) to be unable to perform, or to perform on time;
- b) to be unable to produce acceptable work;
- c) to be unwilling to perform work required;
- d) not to be fit to perform the services; or
- e) not to be creditable towards contract participation goals;

the contractor shall notify the employer in writing of the apparent necessity to reduce or terminate such a targeted enterprise's subcontract, citing the reasons therefore, as well as new measures to be implemented by the contractor to achieve the tendered contract participation goal.

5.2.2. In such event, the contractor shall either provide a substitute targeted enterprise to take over the works and/or services of such subcontract, or subcontract a targeted enterprise on another aspect of the contract, so as to achieve the tendered contract participation goal. The contractor shall, in such circumstances, submit to the employer a Targeted Enterprise Declaration Affidavit in respect of the proposed substitute or subcontracted other targeted enterprise supply details of the nature and value of the subcontract which shall be performed by such targeted enterprise.

5.2.3. Provided that the events referred to in 5.2.1 (a) to (e) resulted due to no fault of the contractor, the employer may, at his sole discretion and upon the basis of evidence submitted by the contractor in support of fruitless efforts in good faith to secure substitute or other targeted enterprise participation, grant a waiver in respect of contract participation goal obligations.

### 5.3 *Bona fides* of targeted enterprises

Where an enterprise under contract was initially considered to be a targeted enterprise but is later discovered not to be so, or is found not to be creditable towards contract participation goals, the employer may consider a partial waiver of the contractor's obligations towards the achievement of the contract participation goal in respect of such an enterprise, should the contractor satisfactorily demonstrate that he was justified in believing the enterprise to be a targeted enterprise.

## 6. Records

- 6.1 The contractor shall submit all the documentation required in terms of 4.1.2, 4.2.2, 5.1 and 6.2 timeously as well as a schedule clearly indicating the commencement and completion dates of works and/or services to be performed by all the contracted targeted enterprises, for the purpose of securing credits towards the tendered contract participation goal. This schedule shall be submitted together with his programme which is required in terms of the relevant conditions of contract and shall be updated by the contractor whenever a change in date occurs.
- 6.2 The contractor shall prepare and attach to his claim for payment, in a form approved by the employer, the following:
- a) a brief report which describes the commercially useful functions performed by the targeted enterprises in the performance of the contract, both over the interim period and on a cumulative basis; and
  - b) a schedule reflecting the total value of the subcontracts, the cumulative value of the subcontracts and the value of works and/or services performed over the period for which payment is claimed in respect of each and every targeted enterprise.
- 6.3 should random inspections conducted by the principal agent / engineer on targeted enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this document, the contractor shall provide, in addition to the requirements of 6.2, separate weekly resource returns and any other relevant information in respect of such targeted enterprises in a format approved by the principal agent / engineer.
- 6.4 The principal agent / engineer shall certify the value of work completed towards the tendered contract participation goal whenever a claim for payment is issued and shall notify the contractor of this amount.
- 6.5 The contractor shall, upon completion of each individual targeted enterprise's subcontract, issue a completion certificate and certify the amount paid to such targeted enterprises. He shall submit the certificates, counter-certified by the relevant targeted enterprises, to the principal agent / engineer for record-keeping purposes and for purposes of verifying compliance with the tendered contract participation goal.
- 6.6 The contractor's claims for payment may be rejected as being incomplete should all appropriate supporting documentation described in 6.2, 6.3 and 6.5 not be provided.
- 6.7 The contractor's final claim for payment may be considered only after the certificates described in 6.5 are received.

## 7. Penalties

- 7.1 In the event that the contractor fails to substantiate that any failure to achieve the tendered contract participation goal was due to quantitative underruns, the elimination of items contracted to targeted enterprises, or any other reason beyond the contractor's control which may be acceptable to the employer, the penalties provided for in 7.1.1 below shall apply:
- 7.1.1. The contractor shall be liable to the employer for the payment of a penalty amount equal to Z% of the financial value of contracts not awarded to targeted enterprises required to have achieved the tendered contract participation goal.
- Where: Z is the maximum indirect preference points stated in the Notice and Invitation to Tender (PA-04 EC) in T1.1



## Annexure A

### Contract Participation Goal Implementation Plan

Employer	
Project description	
Tender number	
Project reference number	

#### A.1. Contract parameters

Contract participation goal applicable to the contract		%
Contract sum at time of award (exclusive of value added tax)	R	
Less: preliminaries	R	
Less: contingencies and escalation	R	
<b>Net amount</b>	<b>R</b>	<b>(1)</b>

#### A.2. Achieving the contract participation goal

I/We commit to achieve the contract participation goal (CPG) by subcontracting to targeted enterprises

#### A.3. Documentation

In support of my/our contract participation goal requirements, I/we submit the following documents:

(List all documents accompanying this form viz: Targeted Enterprise Declaration Affidavits; Letters of Undertaking to perform as Subcontractors) \*

\* Contractors are responsible for the reproduction of sufficient number of copies of these forms for the purpose of this contract.

##### A.3.1.

.....

##### A.3.2.

.....

##### A.3.3.

.....

##### A.3.4.

.....

#### A.4. Contracting of targeted enterprises as subcontractors

Note: The financial value of the participation claimed towards the contract participation goal shall exclude preliminaries, contingencies, escalation and value added tax

I/we certify that I/we will be contracting the following targeted enterprises as subcontractors:

##### A.4.1

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

##### A.4.2

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

PA-16.2 (EC): Tender and Contract Conditions pertaining to  
Contract Participation Goal

**A.4.3**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

**A.4.4**

Name of targeted enterprise	
Address	
Contact Person	
Telephone	
Fax	
Service/work to be performed	
Company/enterprise income tax reference number	
CIDB Registration Number	
CIDB Contractor Grading Designation	
Financial value of participation claimed towards contract participation goal	R
Percentage participation claimed towards contract participation goal	%

(Continue as required for other targeted enterprises)

**A.5. Summary of targeted enterprise participation**

Name of contracted targeted enterprise	Financial value of subcontracts	Percentage participation claimed towards contract participation goal
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
	R	%
<b>Total contribution towards CPG</b>	<b>R</b>	<b>% (2)</b>

**Targeted Contract Participation Goal:**

$= (2)/(1) \times 100 = R \dots\dots\dots / R \dots\dots\dots \times 100$	$= \dots\dots\dots \%$
---	------------------------

**A.6. Undertaking**

I/We hereby certify to the best of my/our knowledge that the above information, facts and representations are correct and that the proposed targeted enterprises named are able to perform commercially useful functions in the performance of the contract and are *bona fide* targeted enterprises.

**SIGNED FOR THE CONTRACTOR:**

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

**WITNESSED BY:**

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



**Annexure B**

**Targeted Enterprise Declaration Affidavit**

Employer	
Project description	
Tender number	
Project reference number	

**B.1. Name of targeted enterprise**

--

**B.2. Legal Entity**

Company or Close Corporation:	<b>OR</b>	Natural Person or Partnership:
and: Whose Registration number is:		Whose Identity Number(s) is/are:
and: Whose Income Tax Reference Number is:		Whose Income Tax Reference Number(s) is/are:

**B.3. And who is:**

Represented herein who is duly authorized to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity <u>must</u> accompany this Affidavit, authorizing the representative to make this affidavit.
--	--

**B.4. Principal business activities**

--

**B.5. *Domicilium citandi et executandi***

The targeted enterprise elects as its <i>domicilium citandi et executandi</i> in the Republic of South Africa, where any and all legal notices may be served, as (physical address):



**B.6. Other contact details of the targeted enterprise are:**

Telephone No:	
Cellular Phone No:	
Fax No:	
Postal address:	
Banker:	
Branch:	
Account number:	
CIDB Registration Number:	
CIDB Contractor Grading Designation:	

**B.7. List a maximum of five contracts which you are presently engaged in and have not yet completed:**

Contract description	Location	Employer	Contract amount	Expected completion date (month and year)

**B.8. List the four largest contracts/assignments completed by you in the last three years:**

Work performed	Employer	Contact person & telephone number	Contract amount



**B.9. Declaration (to be signed in the presence of a Commissioner of Oaths):**

I, ....., the undersigned,

- (a) warrant that I am duly authorized to depose to this Affidavit on behalf of .....;  
and
- (b) Confirm that the contents of this Affidavit are within my personal knowledge are, save where stated otherwise, to the best of my knowledge and belief both true and correct.

**SIGNED BY THE DEPONENT:**

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

<b>Duly authorized to sign on behalf of:</b>	<b>Address:</b>	<b>Telephone:</b>

Signed and sworn to before me at .....

on this the ..... day of ..... 20.... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath that the prescribed oath will be binding on his/her conscience.

**Signed: Commissioner of Oaths:** .....

**Official Stamp:**

**Note:** All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths

### Annexure C

#### Letter of Undertaking from a Targeted Enterprise to act as a Subcontractor

Employer	
Project description	
Tender number	
Project reference number	

#### From (name and address of targeted enterprise)

Name	
Address	

#### To (name and address of contractor)

Name	
Address	

The undersigned undertakes to perform the following works and/or provide the following services in connection with the above-mentioned contract:

.....

.....

.....

for an estimated amount of R ..... excluding preliminaries, contingencies, escalation and value added tax subject to the terms of any agreement made between us for the purposes of the contract.

The status of the undersigned as a targeted enterprise is confirmed in the attached targeted enterprise declaration affidavit

<b>Name</b>	<b>Signature</b>	<b>Designation</b>	<b>Date</b>

who duly warrants that he/she is authorized to sign this letter.



### **C1.3: Form of Guarantee**

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

Deputy Director-General  
Department of Tourism North West  
Government of the Republic of South Africa

To: Department of Tourism  
Private Bag x 2099  
Mmabatho  
2735

Sir,

**FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT  
IN TERMS OF JBCC 2000 (5.1 EDITION MARCH 2014)**

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **DOT 2016/07** for the **SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY** (hereinafter referred to as the "contract") in the amount of R \_\_\_\_\_, ( \_\_\_\_\_ ), (hereinafter referred to as the **contract sum**),  
  
I / We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_, ( \_\_\_\_\_ ) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant undertake to pay the **employer** the amount guaranteed, on receipt of a written demand from the **employer** to do so which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

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

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

AS WITNESS

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

By and on behalf of

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

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

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

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

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

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

Deputy Director-General  
Department of Tourism North West  
Government of the Republic of South Africa

To: Department of Tourism  
Private Bag x 2099  
Mmabatho  
2735

Sir,

## VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000 (5.1 EDITION MARCH 2014)

1. With reference to the contract between \_\_\_\_\_ (hereinafter

referred to as the "**contractor**") and the Government of the Republic of South Africa, in its Department of Public Works North West, (hereinafter referred to as the "**employer**"), Contract/Tender No: **DOT 2016/07**, for the **SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY** (hereinafter referred to as the "contract") in the amount of R \_\_\_\_\_ (**amount in words**) (hereinafter referred to as the **contract sum**),

I / We, \_\_\_\_\_ and hereby

in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter referred to as the "**guarantor**")  
advise that the **guarantor** holds at the **employer's** disposal the sum of R \_\_\_\_\_,  
(**amount in words**) being 10% of the **contract sum** (excluding VAT), for the due  
fulfillment of the contract.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be reduced as follows:

- (d) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (e) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor's** liability will be reduced to 3% of the value of the works (excluding VAT);
- (f) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor's** liability will be reduced to 1% of the value of the works (excluding VAT);

(g) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.

3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

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. DPW-10.3 (EC): Variable Construction-JBCC 2000



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

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

AS WITNESS

3. \_\_\_\_\_

4. \_\_\_\_\_

By and on behalf of

\_\_\_\_\_  
 (Insert the name and physical address of the guarantor)

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

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

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

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

## Part C2: Pricing Data

## **C2.1: Pricing Instruction**

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

Project title:	SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY		
Tender no:	DOT 2016/07	Reference no:	

### C2.1 Pricing Instructions

#### 1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
  - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein.

#### (a) BILLS OF QUANTITIES / LUMP SUM DOCUMENT

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

#### (b) VALUE ADDED TAX

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

#### (c) FIXED PRICE CONTRACT

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



## Part C3: Scope of Work

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

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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender no:</b>	<b>DOT 2016/07</b>	<b>Reference no:</b>	

### C3. Scope of Works

#### 1. GENERAL

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

#### (a) EXTENT OF THE WORKS

**Building Scope:** Alterations, Earthworks, Concrete, Fencing and Mechanical work.

#### **Labour-intensive works:**

Labour-intensive works comprise the activities described in SANS 1921-5, Earthworks Activities Which are to be performed by hand its associated specification data. Such Works shall be Constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### (b) ORDER OF THE WORKS

Bar Chart / Ghant chart to be provided by the contractor.

Contract details for the works in sections, if applicable, must be inserted in clause 42.2.8 of form DPW-04 (EC): Contract Data.

#### (c) BUILDINGS OCCUPIED

Occupants will be shifted by arrangement with the Department  
Specific requirements must be described in clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries.

#### (d) ACCESS

It is accessible.

## Part C4: Site Information



## **C4: Site Information**

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

<b>Project title:</b>	<b>SUPPLY AND INSTALLATION OF FENCE AT 1A MILTON AVENUE, ORKNEY</b>		
<b>Tender no:</b>	<i>DOT 2016/07</i>	<b>Reference no:</b>	

### C4 Site Information

#### 1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
  - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. Nature of ground, surface conditions, water table as visible in test holes and other indisputable facts that may affect construction must be described.
  3. Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries
  4. Any additional site information such as site location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

**Site Number** : ORKNEY HOTEL SCHOOL  
ANGLO GOLD ASHANTI BUILDING  
NO. 1-2 MILTON AVENUE  
ORKNEY  
NORTH WEST PROVINCE

**Address** : ORKNEY HOTEL SCHOOL  
ANGLO GOLD ASHANTI BUILDING  
NO. 1-2 MILTON AVENUE  
ORKNEY  
NORTH WEST PROVINCE

**EXTRA CONDITIONS FOR  
MECHANICAL WORK- SUPPLY, INSTALL  
AND COMMISSIONING OF A SLIDING  
GATE MOTOR AT THE DEPARTMENT OF  
TOURISM NO 1A MILTON AVENUE IN  
ORKNEY.**

## MECHANICAL CONDITIONS

### DEPARTMENT OF TOURISM

#### **1. SCOPE OF CONTRACT**

This specification calls for the supply, installation and commissioning of a sliding gate motor and all necessary components at the Department of Tourism no 1A Milton Avenue in Orkney.

**The contractor must be registered with CIDB in terms of ACT 38 of 2000 Grading 1ME/PE or Higher**

#### **2. MATERIALS AND WORKMANSHIP**

2.1. All work is to be executed with materials of the best quality and in the most substantial manner under the inspection and to the entire satisfaction of the Department. The work must be of good quality, neat and clean.

2.2 The entire installation shall be in accordance with the following:

- The National Building Regulations and Building Standards Act No. 103 of 1977 as amended in 1984 and all amendments thereafter.
- The latest revision of SABS 0400: The Applications of the National Building Regulations as amended.
- SABS Code of Practice for the Wiring of Premises No. 0142 of 1981, as amended.
- The Machinery and Occupational Health and Safety Act No. 85 of 1993.
- Any other relevant by-laws of local or other authorities.

2.3 All condemned material and workmanship must be replaced or rectified as the case may be, to the satisfaction of the Department. **And all redundant materials/spares and equipment, etc, shall be handed to the officer in charge representing such Department.**

2.4 All apparatus, components parts, fittings and materials supplied and, or installed whether specified here in or not shall conform in respect of quality, manufacture, tests and performance with the requirements of the appropriate current SABS, except otherwise required by this specification or permitted by approval of the Department in writing.

***2.5 Any fitting or item of equipment not specifically mentioned but obviously necessary for the successful completion of the installation is to be included so as to form a complete working installation.***

2.6 Tenderer(s) must satisfy himself or herself or themselves that the equipment supplied by them can be accommodated in the available space and positioned in such a way that access for maintenance, repairs or removal is not obstructed.

2.7 The contractor will be responsible for any damage caused to equipment, etc. during the course of the erection of his or her equipment in the premises at his own expense.

2.8 Tenderer(s) must allow in their price for the complete mechanical and electrical installation and wiring.

#### **3. VISITING THE SITE**

3.1 It is the responsibility of the Tenderer to visit the site to familiarize himself or herself with conditions related to it. If the location of the site is not indicated, it can be obtained from the Department.



3.2 No claim for additional payment related to ignorance of site conditions will be accepted. By submitting a tender it is accepted that the Tenderer is fully aware of all site conditions as well as the access to it, and has allowed for this in his tender price.

#### **4. COMMISSIONING AND TESTING**

4.1 The Contractor shall carry out all tests and commissioning of the systems installed by him or her, in a coordinated and properly organized manner. Testing and balancing shall not begin until the system has been completed and is in full working order.

4.2 The testing procedures shall be sufficiently comprehensive to prove the correct functioning of each and every piece of equipment, and its suitability for the application.

#### **5. TEST CERTIFICATES & OPERATING MANUALS**

5.1 The contractor shall ensure that copies of all relevant test certificates, inspection reports, materials analysis certificates and similar data as may be required under various sections of this specification, shall be provided before handing over such installation.

5.2 A complete (fully signed) certificate of completion will not be issued until all tests have been satisfactorily completed and to the complete satisfaction of the Department.

#### **6. QUALITY OF MATERIALS**

6.1 Only new materials of high quality shall be used throughout and shall be subject to the approval of the Department.

6.2 All materials, where applicable, shall conform in respect of quality, manufacture, tests and performance, with the requirements of the SABS standards or similar standards relevant to the SABS. Materials manufactured in South Africa shall be used wherever possible.

6.3 All materials shall be suitable for the particular site conditions. Those conditions shall include weather conditions as well as prevailing conditions during installation and subsequent permanent use.

6.4 No second hand equipment of any description may be offered for supply or installation. All equipment or materials for such installation must carry the SABS mark or SANS mark or any mark relevant to the SABS mark.

#### **7. TIME ALLOWED FOR COMPLETION**

This supply, installation and commissioning shall be completed within four weeks as from date of acceptance of this Tender.

#### **8. GUARANTEE**

Guarantee for a period of twelve calendar months will be required as from date of completion and final hand-over, related to all the work as specified.

**NB:** The successful tenderer shall pre-arrange with the Inspector in charge before the service, as set out above is executed.