



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

PHALABORWA 524: UPGRADING AND INSTALLATION OF KITCHEN EQUIPMENTS

TENDER NUMBER: PLK24/12

CLOSING DATE: 23/04/2024

TENDERER:

Consisting of:

- Volume 1 : Tendering Procedure
- Volume 2 : Returnable Documents
- Volume 3 : Contract



EXPANDED PUBLIC WORKS PROGRAMME

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YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE
CLOSING TIME: 11H00

BID NUMBER: PLK24/12
CLOSING DATE: 23/04/2024

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

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

TENDER DOCUMENTS MAY BE POSTED TO

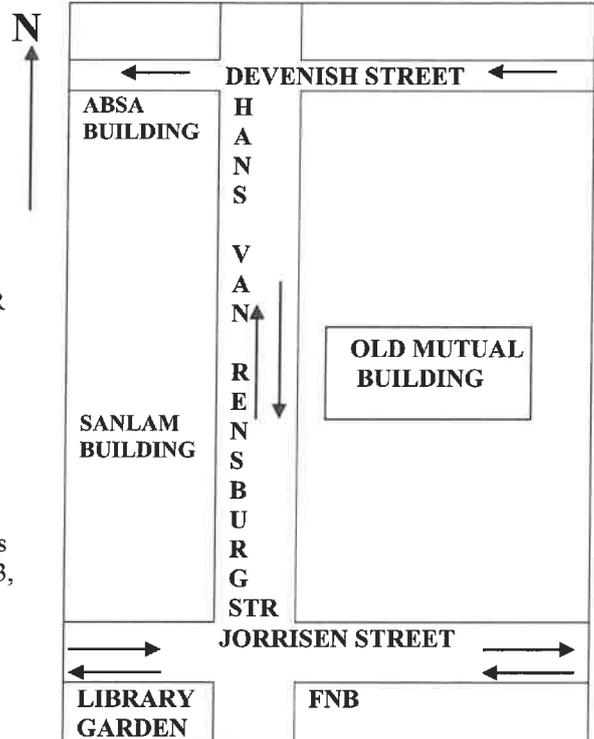
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

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

OR

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



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

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

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

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

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

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

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

PHALABORWA 524: UPGRADING AND INSTALLATION OF KITCHEN EQUIPMENTS

TENDER NUMBER: PLK24/12

CLOSING DATE: 23/04/2024

VOLUME 1: TENDERING PROCEDURE



EXPANDED PUBLIC WORKS PROGRAMME

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VOLUME 1: TENDERING PROCEDURES

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VOLUME 1: TENDER PROCEDURES

T1.1 Tender Notice and Invitation to Tender

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT
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Tender no:	PLK24/12	Reference no:	6017/0612
Advertising date:	28/03/2024	Closing date:	23/04/2024
Closing time:	11:00 HRS	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 ME or 3 ME*** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

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

Functionality criteria ¹ :	Weighting factor:
1. Work force	
Contractor to provide proof of work force or ability to provide work force to execute the project. Trade test certificates of all required qualified artisans that are stated below, Company Organogram, CV and copy of ID of employed artisans as Electricians, Tilers, Painters, Plumbers and Carpenters) All four required documents must be submitted for evaluation purposes and for the bidder to score points.	
Electricians (Artisan) 1 and above = 5 = 10 points	10
Tilers (Artisan) 1 and above = 5 = 5 points	5
Painters (Artisan) 1 and above = 5 = 5 points	5
Plumbers (Artisan) 1 and above = 5 = 5 points	5
Carpenters (Artisan) 1 and above = 5 = 5 points	5

¹The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

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".

<p>2. Management 1</p> <p>Contractor to provide appointment letter and certificate of final completion/certificate of final approval as per approved CIDB forms of contract for all previous projects that are similar and completed successfully within the past 10 years</p> <p>5 projects and above = 5 = 25 Points 4 projects = 4 = 20 Points 3 projects = 3 = 15 Points 2 projects = 2 = 10 Points 1 project = 1 = 5 Points</p>	25
<p>3. Management 2</p> <p>Bidders must provide this three requirements: a copy of Company Registration, copy of ID and a CV indicating years of experience of the Company Director within the Construction Sector if the experience of the Company Director is going to be used to claim the points. To claim points using employed staff: Bidders must provide a copy of a three year built environment qualification evaluated by SAQA, copy of ID of employed staff and a CV indicating years of experience within the Construction Sector. The above three requirements must be submitted with the tender document for evaluation purposes and for the bidder to score points, all three requirements must be submitted to claim the points.</p> <p>5 years experience and above = 5 = 25 points 4 years experience = 4 = 20 points 3 years experience = 3 = 15 points 2 years experience = 2 = 10 points 1 year experience = 1 = 5 point</p>	25
<p>4. Equipment & Plant</p> <p>Contractor to provide evidence (Certificates of ownership) of utility vehicles retained by the Company Director or by the Company to execute the project</p> <p>3 Certificates of ownership and above = 5 = 10 points 2 Certificates of ownership = 4 = 8 points 1 Certificate of ownership = 3 = 6 points</p>	10
<p>5. Debt Income Provide proof of debt to income from a Banking Institute to Justify credit risk Sub criteria</p> <p>Debt to income ratio of greater than 1 = 5 = 10 points Debt to income of equals to 1 = 4 = 8 points Debt to income of less than 1 = 3 = 6 points</p>	10

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".

Total	100 Points
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(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	50
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.1. Indicate which preference points scoring system is applicable for this bid:

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

4.1. Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6	<input checked="" type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
9	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	Submission of registration as a Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) or Pr. Construction Health and Safety Agent (CHSA) with SACPCMP and a Construction Manager based on the Construction Regulation 2014, Regulation 8 (1) & (5) and Regulation 7.

11	<input checked="" type="checkbox"/>	Submission of registration as a gas practitioner Category B for the installation and commissioning of air conditioning and refrigeration gas with the South African Qualification & Certification Committee for the Fire Industry (SAQCC), based on the Guidance Notes to the Pressure Equipment Regulations 17, July 2009 of the Department of Labour for Occupational Health and Safety Act, Act 85 of 1993, Revision 1 of 2015 and must be able to issue a certificate of conformity (COC) in terms of regulation 17(3) of the pressure equipment regulations, 2009.
12	<input checked="" type="checkbox"/>	Submission of a valid letter that will indicate registration with the Department of Labour & Employment for accredited person as an installation electrician and that is accredited to issue certificate of compliance (COC) ranging from 0 to 380 Voltage. The tenderer is registered with the Unemployment Insurance Fund (UIF) with the department of Labour. The tenderer is registered with the Workmen's Compensation for Occupational Injuries and Diseases (COID) with the Department of Labour and Employment or provide letter of good standing from the Department of Labour and Employment.
13	<input checked="" type="checkbox"/>	The tenderer has not abused the Employer's Supply Chain Management System; or the tenderer has failed to perform on any previous contract and has been given a written notice to this effect. The tenderer has not abused the Employer's Supply Chain Management System; or the tenderer has failed to perform on any previous contract and has been given a written notice to this effect and the intended period of restriction which may not exceed 10 years (Refer to PA11 and paragraph 6 of PFMA SCM instruction 03 of 2021/22).
14	<input checked="" type="checkbox"/>	All individuals that are not born in South Africa and that are working or are employees or are directors / trustees / shareholders / members of a business in Republic of South Africa must submit the permanent residence certificate or relevant permit that are as follows (In terms of Section 15, Section 19, Section 23 and Section 25 of Immigration Act No: 13 of 2002 as amended and must abide by the terms and conditions of Section 43 of Immigration Act No: 13 of 2002 as amended) or they must submit the relevant permit (In terms of Section 22 permit or Section 24 permit or "Certification" or Section 27 of Refugee Act No: 130 of 1998 as amended) or they must submit Neutralisation Certificate (In terms of section 5 of the South African Citizenship Act no: 88 of 1995 as amended). The concerned bidder must also submit a signed original stamped letter from the Immigration Section of the Department of Home Affairs Offices that will confirm that the above mentioned documents (permits or certificates) in terms of the above mentioned acts are authentic. No assessment of Section 43 of Immigration Act No: 13 of 2002 as amended will be performed on this tender in the absence of requested information/ relevant permit or certificate and will therefore render the tender as unacceptable and excluded from any and all further consideration.
15	<input type="checkbox"/>	

4.2. Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input checked="" type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
13	<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
14	<input checked="" type="checkbox"/>	A non-compulsory site clarification/briefing/inspection meeting will be held.
15	<input checked="" type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors. Specify other responsiveness criteria
16	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
17	<input checked="" type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
18	<input type="checkbox"/>	

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

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS:



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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

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

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent.

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".

OR 5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	Or <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <p>National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).</p> <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

6. BID EVALUATION METHOD

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

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration

will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable

(e)	cidb BUILD Programme: Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

9. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R insert amount** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

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

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

Venue:	PHALABORWA SIGNAL 524 SQUADRON KITCHEN, GPS CORDINATES 23°54'6.36"S, 31°6'41.56"E		
Virtual meeting link:	"N/A"		
Date:	12/04/2024	Starting time:	11:00 Hrs

11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

DPWI Project Manager	Mr M. M. Raganya	Telephone no:	015 291 6433
Cellular phone no	082 568 3912	Fax no:	015 297- 4411 / 086 734 3744
E-mail	mashilo.raganya@dpw.gov.za		

11.2. SCM enquiries may be addressed to:

SCM Official	Rebecca Motimele	Telephone no:	015 293 8060
Cellular phone no		Fax no:	
E-mail	rebecca.motimele@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 9469 Polokwane 0700</p> <p>Attention: Procurement section: Room 10</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>78 Hans Van Rensburg Street Old Mutual Building Polokwane 0700</p>
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T1.2 Tender Data

DPW-03 (EC): TENDER DATA

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT
Reference no:	6017/0612

Tender / Quotation no:	PLK24/12	Closing date:	23/04/2024
Closing time:	11H00	Validity period:	12 Weeks (84 Calender days)

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

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C.1.4	The Employer's agent is:	
	Name:	Mr M. M. Raganya
	Capacity:	Departmental Project Manager
	Address:	78 Hans Van Rensburg Street, Polokwane, Limpopo
	Tel:	015 291 6433
	Fax:	015 297-4411/086 734 3744
	E-mail:	mashilo.raganya@dpw.gov.za
C.2.1 C.3.11	<p>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></p> <p>The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3 ME or 3 ME** class of construction work; and</p> <p>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above: Not applicable</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; the lead partner has a contractor grading designation in the 3 ME or 3 ME** class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a 3 ME or 3 ME** class of construction work <p>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</p>	
<p>A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff: Applicable</p>		

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C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:	
<p>Note: Failure to meet minimum functionality score will result in the tenderer being disqualified.</p>	
Functionality Criteria	Weighting Factor
<p>1. Work force</p> <p>Contractor to provide proof of work force or ability to provide work force to execute the project. Trade test certificates of all required qualified artisans that are stated below, Company Organogram, CV and copy of ID of employed artisans as Electricians, Tilers, Painters, Plumbers and Carpenters) All four required documents must be submitted for evaluation purposes and for the bidder to score points.</p> <p>Electricians (Artisan) 1 and above = 5 = 10 points</p> <p>Tilers (Artisan) 1 and above = 5 = 5 points</p> <p>Painters (Artisan) 1 and above = 5 = 5 points</p> <p>Plumbers (Artisan) 1 and above = 5 = 5 points</p> <p>Carpenters (Artisan) 1 and above = 5 = 5 points</p>	<p>10</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p>
<p>2. Management 1</p> <p>Contractor to provide appointment letter and certificate of final completion/certificate of final approval as per approved CIDB forms of contract for all previous projects that are similar and completed successfully within the past 10 years</p> <p>5 projects and above = 5 = 25 Points 4 projects = 4 = 20 Points 3 projects = 3 = 15 Points 2 projects = 2 = 10 Points 1 project = 1 = 5 Points</p>	<p>25</p>
<p>3. Management 2</p> <p>Bidders must provide this three requirements: a copy of Company Registration, copy of ID and a CV indicating years of experience of the Company Director within the Construction Sector if the experience of the Company Director is going to be used to claim the points. To claim points using employed staff: Bidders must provide a copy of a three year built environment qualification evaluated by SAQA, copy of ID of employed staff and a CV indicating years of experience within the Construction Sector. The above three requirements must be submitted with the tender document for evaluation purposes and for the bidder to score points, all three requirements must be submitted to claim the points.</p> <p>5 years experience and above = 5 = 25 points 4 years experience = 4 = 20 points 3 years experience = 3 = 15 points 2 years experience = 2 = 10 points 1 year experience = 1 = 5 points</p>	<p>25</p>

	<p>4. Equipment & Plant</p> <p>Contractor to provide evidence (Certificates of ownership) of utility vehicles retained by the Company Director or by the Company to execute the project</p> <p>3 Certificates of ownership and above = 5 = 10 points 2 Certificates of ownership = 4 = 8 points 1 Certificate of ownership = 3 = 6 point</p>	<p>10</p>
	<p>5. Debt Income</p> <p>Provide proof of debt to income from a Banking Institute to Justify credit risk</p> <p>Sub criteria</p> <p>Debt to income ratio of greater than 1 = 5 = 10 points Debt to income of equals to 1 = 4 = 8 points Debt to income of less than 1 = 3 = 6 points</p>	<p>10</p>
	Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	50
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D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.

			Or
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder <p>Or</p>

			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



	2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
	3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
	4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
	5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

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

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E. ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

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

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

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

E.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

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

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

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	<ol style="list-style-type: none"> 3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors; 4. Financial management: payment to suppliers and cash flow problems; 5. Quality of workmanship: extent of reworks and timeous attention to remedial works; 6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman; 7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably; 8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced; 9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract. 10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents. 11. Plant & equipment: sufficient resources on site and in time. 12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims. 13. Final account: extent to which the contractor assisted in finalising the final account. <p>Criterion 3: Suitably qualified and appropriately experienced human resources</p> <p>Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.</p> <p>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</p> <p>If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.</p> <p>E.2 Commercial risks:</p> <p>The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.</p> <p>Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.</p>
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

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C.2.12	<p>If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	<p>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.</p>
C.2.13.5	<p>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.</p>
C.2.13.6 C.3.5	<p>A two-envelope procedure will not be followed.</p>
C.2.15	<p>The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.</p>
C.2.16	<p>The tender offer validity period is as per Notice and Invitation to Tender T1.1.</p>
C2.16.3	<p>Omit the wording of the last sentence for those projects which are subject to CPAP</p>
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>
C.2.19	<p>Access shall be provided for inspections, tests and analysis as may be required by the Employer.</p>
C.3.4.1 C.3.4.2	<p>The location for opening of the tender offers, immediately after the closing time thereof shall be at: 78 Hans Van Resburg Street, Old Mutual Building, First Floor Office No. 10 Polokwane, 0700</p>
C.3.8	<p>The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.</p>

Tender no: PLK24/12

C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

**PHALABORWA 524: UPGRADING AND
INSTALLATION OF KITCHEN EQUIPMENTS**

TENDER NUMBER: PLK24/12

CLOSING DATE: 23/04/2024

VOLUME 2: RETURNABLE DOCUMENTS



EXPANDED PUBLIC WORKS PROGRAMME

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**VOLUME 2: RETURNABLE
DOCUMENTS**

T2.1 List of Returnable Documents

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender / Quotation no:	PLK24/12	Reference no:	6017/0612
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Submission of Bidder's disclosure (PA-11)	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
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16.1)	5 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	-	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	Not Applicable
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	Not Applicable
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .	-	Not Applicable
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes

* In compliance with the requirements of the cidb SFU Annexure G

Tender / Quotation no: PLK24/12

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes
Any correction to be initialled by the person authorised to sign the tender documentation as per PA15.1 or PA15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .	5 Pages	Yes
Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.	5 Pages	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	6 Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	18 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fully priced and completed sectional summary- and final summary pages with the tender.	- Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Tender / Quotation no: PLK24/12

Tender document name	Number of pages issued	Returnable document
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

Signed by the Tenderer

Name of representative	Signature	Date

C1.1 Form of Offer and Acceptance

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

Project title:	<i>Phalaborwa 524: Upgrading of Kitchen and Installation of Kitchen Equipment</i>		
Tender / Quotation no:	PLK24/12	Reference no:	6017/0612

OFFER

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

This project is for upgrading of Kitchen Equipment and related installations at Phalaborwa 524 Signal Military Base Kitchen. This will involve the removal of old kitchen equipment and replacement with new kitchen equipment, such as stoves, Bain Marries and kitchen ventilation systems, as well as installations of some new kitchen equipment. Installation of new Gas line, Fire Suppression and Large Scale Refrigeration equipment. Maintenance works required on the roof, kitchen floors, and kitchen electrical installations Compliance certification and commissioning of critical installations such as electrical and gas installations

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

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

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

OR

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

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

AND WHO IS (if applicable):	
Trading under the name and style of:	
AND WHO IS:	
Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

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

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

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

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

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

- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
- (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
- (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
- (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
- (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

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

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

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

WITNESSED BY:

Name of witness	Signature	Date

Schedule of Deviations

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

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

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

1.1.5. Subject:

Detail:

1.1.6. Subject:

Detail:

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

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

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

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

**C2.2 Bills of Quantities / Lump Sum
Document (if a returnable document)**

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS Pay Ref SABS 1200A		PRELIMINARY AND GENERAL Applicable to the whole of the Works				
1.1	8.3		FIXED CHARGE ITEMS				
1.1.1	8.3.1		Contractual Requirements				
	8.3.2		Establishment of Facilities on Site				
1.1.2	8.3.2		Facilities for Engineer				
1.1.2.1	8.3.2.1a		Furnished Offices				
1.1.2.2	8.3.2.1b		Telephone				
1.1.2.3	8.3.2.1c		Name boards				
1.1.3	8.3.2.2		Facilities for Contractor				
1.1.3.1	8.3.2.2a		Offices and Storage Sheds				
1.1.3.2	8.3.2.2b		Workshops				
1.1.3.3	8.3.2.2c		Laboratories				
1.1.3.4	8.3.2.2d		Living Accommodation				
1.1.3.5	8.3.2.2e		Ablution and Latrine Facilities				
1.1.3.6	8.3.2.2f		Tools and Equipment				
1.1.3.7	8.3.2.2g		Water supplies, electric poser, communications, dealing with water and access				
1.1.3.8	8.3.2.2j		Plant				
1.1.3.9	8.3.3		Other fixed obligations				
1.1.3.10	8.3.4	LI	Removal of site establishment				
1.2	8.3		VALUE RELATED ITEMS				
1.2.1	8.3.1		Contractual Requirements				
	8.3.3		Establishment of Facilities on the Site				
1.2.2	8.3.2.1		Facilities for Engineer				
1.2.2.1	8.3.2.1a		Furnished Offices				
1.2.2.2	8.3.2.1b		Telephone				
1.2.2.3	8.3.2.1c		Name boards				
1.2.3	8.3.2.2		Facilities for Contractor				
1.2.3.1	8.3.2.2a		Offices and Storage Sheds				
1.2.3.2	8.3.2.2b		Workshops				
1.2.3.3	8.3.2.2c		Laboratories				
1.2.3.4	8.3.2.2d		Living Accommodation				
1.2.3.5	8.3.2.2e		Ablution and Latrine Facilities				
1.2.3.6	8.3.2.2f		Tools and Equipment				
CARRIED FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD							
1.2.3.7	8.3.2.2g		Water supplies, electric poser, communications, dealing with water and access				
1.2.3.8	8.3.2.2j		Plant				
1.2.3.9	8.3.3		Other value related obligations				
1.2.3.10	8.3.4		Removal of Site establishment				
1.4	8.4		TIME RELATED ITEMS				
1.4.1	8.4.1		Contractual requirements				
	8.4.2		Operation and Maintenance of Facilities on Site, for Duration of Construction, (Unless otherwise stated)				
1.4.2	8.4.2.1		Facilities for Engineer				
1.4.2.1	8.4.2.1a		Furnished Offices				
1.4.2.2	8.4.2.1b		Telephone				
1.4.2.3	8.4.2.1c		Name boards				
1.4.2.4	8.4.2.1c		Survey assistants and materials				
1.4.3	8.4.2.2		Facilities for Contractor				
1.4.3.1	8.4.2.2a		Offices and Storage Sheds				
1.4.3.2	8.4.2.2b		Workshops				
1.4.3.3	8.4.2.2c		Laboratories				
1.4.3.4	8.4.2.2d		Living Accommodation				
1.4.3.5	8.4.2.2e		Ablution and Latrine Facilities				
1.4.3.6	8.4.2.2f		Tools and Equipment				
1.4.3.7	8.4.2.2g		Water supplies, electric poser, communications, dealing with water and access				
1.4.3.8	8.4.2.2j		Plant				
1.4.3.9	8.4.3		Supervision for the duration of construction				
1.4.3.10	8.4.4		Company and head office overhead costs for duration of construction				
1.4.3.11	8.4.5		Other time related obligations				
1.5	8.5		PROVISIONAL SUMS FOR:				
1.5.1	8.5a		Work to be executed by Contractor and valued in terms of "valuations of variations" clause in the conditions of contract.				
1.5.2	8.5b.1		work to be executed by the employer or Nominated Sub-Contractor				
1.5.3	8.5b.2		Overheads, charges and profit on (a) above				
1.5.4	8.5b.3		Specified activities associated with or independent of (a) or (b) above				
CARRIED FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD							
1.6	8.6		PRIME COST ITEMS				
1.6.1	8.6a		Prime cost of goods of materials to be supplied to the site of Works in terms of the contract.				
1.6.2	8.6b		Overheads, charges and profit on (a) above				
1.6.3	8.6c		Transport and labour to handle and install (a) above				
1.7	8.7		DAY WORK				
1.7.1	8.8		TEMPORARY WORKS				
1.7.1.1	8.8.1		Main access to road and works				
1.7.1.2	8.8.2		Dealing with or accommodation of traffic				
1.7.1.3	8.8.3		Protection with structure until construction in vicinity is complete				
1.8	8.8.4		Existing services				
1.8.1	8.8.4a		Supply or high specialist equipment for detection of a particular service				
1.8.2	8.8.4b		The use of equipment referred to in (a) above				
1.8.3	8.8.4c		Excavation by hand in soft material	m ³			
1.8.4	8.8.4d		Temporary protection, as required in terms of the project specification				
1.9	8.8.5		Cost of survey in terms of Land Survey Act				
1.9.1	8.8.5a		Trigonometrical survey and plot boundary pegs - locate and record				
1.9.2	8.8.5b		Trigonometrical survey and plot boundary pegs - protect and re-establish				
1.9.3	8.8.6		Special water control in terms of Project Specifications				
1.10			Insurances				
1.10.1			Works Insurance				
1.10.2			Workmen's Compensation				
1.10.3			Third Party Insurance				
1.11			Workshop drawings				
1.11.1			Builders work drawings				
1.11.2			Allowance for drawings in electric format				
1.11.3			Operation and maintenance manuals				
1.11.4			One year written guarantee, maintenance for 12 months				
1.12			Health and Safety				
1.12.1			Safety, Health and Environmental Management				
1.12.2			Personal Protective Clothing				
1.12.3			Training of client's staff				
CARRIED FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			KITCHEN EQUIPMENT				
2.1			COOKING EQUIPMENT				
			Supply and Install food storage equipment complete with fixtures and fittings as well as commissioning as specified and shown on the drawing. The equipment supplied should be Stainless Steel according to unless stated otherwise below.				
2.1.1			SABS Approved Three Solid Top Electric Range With Oven and Two Oven racks provided. Dimensions : 1000x850x1110mm 270kg Power : 18kw, 380V, 3Ph, AC.	No	1		
2.1.2			SABS Approved Six Open Gas Burner with Oven and Two Oven racks provided Dimensions : 1000x850x910mm 223kg Gas : 177000KJ/HR.	No	1		
2.1.3			SABS Approved 80 Litre Electric Tilting Frying Pan with Swivel Water Filler Tap. Dimensions : 1310x785x915mm 155kg Power: 15KW, 380V, 3Ph AC	No	1		
2.1.4			Repairs to 225L Boiling Pot Leaking Outlet Tap Reconnecting Electrical Connections	No	1		
2.1.5			KITCHEN VENTILATION SYSTEM				
2.1.5.1			304 Stainless Steel Hood Canopy with Supply Air Dimensions: 2800 x 2800 x 600 mm (l x w x h) Island Hood Complete with 6 x Grease Filter Buffers with Dimensions 500 x 500mm (l x h) x 50 mm (thickness)	No	1		
2.1.5.2			Aluminium Cased Exhaust Fan (Ø 630mm) with Complete with Fittings and Hinges Up blast Fan Variable Speed Motor Power: 0.75 - 1.5 kW, 230/415V, 1/3Ph Extraction Flowrate: 10-20 m³/S	No	1		
2.1.5.3			Aluminium Cased Make-up Air Fan (Ø 500mm) Complete with Fittings and Hinges Variable Speed Motor enclosed in Weather-Tight Compartment Power: 0.75 - 1.5 kW, 230/415V, 1/3Ph Supply Flowrate: 10-15 m³/S	No	1		
2.1.5.4			Plenum Box	No	1		
2.1.5.5			Ridged Ducting Complete with Bends, Silencers, Fire Dampers, Accessories and Feasible Links	No	1		
2.1.5.6			Type A, Explosion Proof Fluorescent Luminaire Complete with Two (2) x 40w Fluorescents per Luminaire with Electrical Connections mounted on inside of the Extraction Hood Canopy	No	4		
2.1.5.7			Kitchen Ventilation System Control Panel Complete With Switches and Indicators The Kitchen Extraction and Supply Ventilation System, Electrical and Gas Powered Equipment WILL TURN OFF when the Fire Emergency Button is Triggered	No	1		
TOTAL CARRIED TO FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT TO FORWARD							
2.1.5.8			Kitchen Ventilation System Fire Suppression System Complete with Copper Fire Fighting Agent (2 x 9kg F-Class Fire Extinguisher), Distribution Pipes, Distribution Nozzles, Detection Brackets (all affixed to hood with hangers), and Emergency Fire Suppression Activation Switch	No	1		
2.2			FOOD PREPERATION AND SERVING				
			Supply and Install food storage equipment complete with fixtures and fittings as well as commissioning as specified and shown on the drawing. The equipment supplied should be stainless steel unless stated otherwise below.				
2.2.1			SABS 907 304 Stainless Steel table with stainless steel under counter and can opener Dimensions: 2250 x 650 x 910mm(H)	No	1		
2.2.2			SABS 907 304 Stainless Steel table with stainless steel under counter Dimensions: 2250 x 650 x 910mm(H)	No	1		
2.2.3			Replace galvanised undercounter with stainless steel undercounter on stainless steel table Dimensions: 2250 x 650 x 910mm(H)	No	1		
2.2.4			Wrapper Dispenser	No	1		
2.2.5			Meat Band Saw Repairs	No	1		
2.2.6			SABS Approved Mincer With Aluminium Casting Stainless Steel Mincing Group, Hopper and Receiving Tray Process 180kg/hr Dimensions: 470 x 280 x 420mm(h)	No	1		
2.2.7			SABS Approved, 3 Division SABS Approved Bain Marie Hot Cupboard Complete with Inserts Dimensions: 1105 x 750 x 910mm(H) Power: 5.5kW, 230V 1Ph, AC	No	1		
2.2.8			Stainless Steel Insert with Lid 24Lt Full Size, 150mm Deep	No	2		
2.2.9			Stainless Steel Insert with Lid 11Lt Half Size, 150mm Deep	No	2		
2.2.10			SABS Approved, 5 Division SABS Approved Bain Marie Hot Cupboard Complete with Inserts Dimensions: 1105 x 750 x 910mm(H) Power: 5.5kW, 230V 1Ph, AC	No	1		
2.2.10.1			Stainless Steel Insert with Lid 24Lt Full Size, 150mm Deep	No	3		
2.2.10.2			Stainless Steel Insert with Lid 11Lt Half Size, 150mm Deep	No	4		
2.2.11			SABS Approved Stainless steel Shelf Spice 4 Tire Shelf with 300mm spacing Dimensions: 425 x 250 x 1300 (LxWxH)	No	1		
2.2.12			22 Hook Cooking Utensils Rack SABS Approved Stainless Steel with Fixed Shelving Dimensions 3750 x 50 x 600 (LxWxH)	No	1		
TOTAL CARRIED TO FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT TO FORWARD							
2.2.13			New mobile stainless steel trolley with chrome push handles. Dimensions 890 533 940mm(H)	No	1		
2.2.14			Stainless Steel Wrapping Machine Dimensions 583 x 670 x 158 mm (LxWxH)	No	1		
2.3			FOOD AND POTS STORAGE				
			Supply and Install food storage equipment complete with fixtures and fittings as well as commissioning as specified and shown on the drawing. The equipment supplied should be stainless steel unless stated otherwise below.				
2.3.1			Galvanised Steel - Vegetable rack Dimensions: 915 x 560 x 1600mm (LxWxH)	No	1		
2.3.2			Pots Storage Stainless Steel Shelving Modularised 3 Tire with shelf spacing of 500mm Spacing Set 1 and 2: 1600 x 450 x 1500mm (LxWxH) Set 3: 650 x 450 x 1500mm (LxWxH)	Set	3		
2.3.3			Stainless Steel Dry Food Storage Rack, Modularised 4 Tire shelving with 350mm spacing Set 1: 2100 x 500 x 1400 (LxWxH) Set 2 and 3: 600 x 500 x 1400 (LxWxH)	Set	3		
2.3.4			Stainless Steel Day Store Lockable Upright Cupboard with Sliding Doors 4 tire shelving with 400mm spacing Dimensions: 1600 x 500 x 1600mm (LxWxH)	No	2		
2.3.5			Stainless Steel Utensil Storage Upright Cupboard with Sliding Doors 4 tire shelving with 400mm spacing Dimensions: 1600 x 500 x 1600mm (LxWxH)	No	2		
2.3.6			Stainless Steel Chemical Storage Lockable Upright Cupboard with Sliding Doors 3 tire shelving with 500mm spacing Dimensions: 1600 x 500 x 1500mm (LxWxH)	No	1		
2.3.7			Stainless Steel Chemical Storage Rack, Modularised 3 Tire shelving with 400mm spacing Set 1: 900 x 500 x 1200 (LxWxH)	No	1		
2.3.8			Stainless Steel Mobile Plate Trolley with 3 Tire Stainless Steel Trays and 100mm Castor Swivel Castors Dimensions: 890 x 533 x 940mm (LxWxH)	No	1		
2.3.9			Epoxy Coated Mobile 400 Plate Rack Complete with swivelling heavy duty castor wheels 840 x 610 x 1650mm(h)	No	1		
TOTAL CARRIED TO FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT TO FORWARD							
2.4			DISH WASHING				
			Supply and Install food storage equipment complete with fixtures and fittings as well as commissioning as specified and shown on the drawing. The equipment supplied should be stainless steel unless stated otherwise below.				
2.4.1			Stainless steel Pots wash sink repairs Repairs to sheering steel and drainage	No	1		
2.4.2			Stainless steel food preparation sink repairs Repairs to sheering steel and drainage	No	1		
2.5			Dishwasher Station				
2.5.1			Dishwasher Machine Output/Hr. 65/42/30 @ 100% Efficiently Cycles: 55,85 or 120 Seconds Wash Pump: 15kW, 400V @ 3Ph and 50Hz Dimensions: 625 x 760 x 1460mm (LxWxH)	No	1		
2.5.2			Wall Mounted Stainless Steel Condenser Hood Dimensions: 1000 x 1000 x 600 mm (LxWxH)	No	1		
2.5.3			Plastic Plate Drying Rack	No	2		
2.5.4			Cups Drying Rack	No	2		
2.5.5			Crockery Drying Rack	No	1		
2.5.6			Stainless Steel Output Table Dimensions: 1150 x 620	No	1		
2.5.7			Rear Mounted Basket Shelf	No	1		
2.6			GAS SUPPLY LINE				
			Supply, delivery, installation, commissioning and testing of a Liquid Petroleum Gas Supply Line, complete with piping, regulators, emergency shut off valves and gas equipment regulators according to SABS 087-2 for at least 6 x 50kg Gas Canisters with Dual Bank Manifold System				
2.6.1			Ø13mm or 1/2", 16 Guage Copper Gas Line Piping	m	45		
2.6.2			Ø13mm or 1/2" Flexible Reinforced Hose Pigtails Rated Pressure 2.5 KPA	No	6		
2.6.3			Ø13mm or 1/2" Nylon Reinforced Flexible Gas Hose	m	20		
2.6.4			Low Pressure Second Stage LPG Regulator Complete with Mountings Capacity: 29 Kg/hour Set outlet pressure: 2.8 KPA Inlet thread: 6.35mm 1/4" BSP Outlet thread: 10mm or 3/8"BSP	No	1		
TOTAL CARRIED TO FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
TOTAL BROUGHT TO FORWARD							
2.6.5			Low Pressure Single Stage LPG Regulator Complete with Mountings Capacity: 12 Kg/hour Set outlet pressure: 2.8 KPA Inlet thread: 6.35mm 1/4" BSP Outlet thread: 10mm or 3/8"BSP	No	2		
2.6.6			Main Line 13mm Ball Shut Off Valve (Red)	No	4		
2.6.7			Copper Tube Capillary Fittings, Pipe Holder Bats Fittings, Sealants and Accessories	Sum	1		
2.7			TEST & COMMISSIONING				
			Provide testing and commissioning of ALL the kitchen equipment installed, repaired or altered. The kitchen equipment includes ALL equipment powered by Electricity and Gas as well as the Gas line				
2.7.1			Test and commissioning of ALL Kitchen Equipment	Sum	1		
2.7.2			Gas Line Certificate of Compliance	Sum	1		
TOTAL CARRIED TO SUMMARY (KITCHEN EQUIPMENT)							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			REFRIGERATION, HEATING VENTILATION AND AIR-CONDITIONING				
3.1			REFRIGERATION				
			Repair, commissioning and testing of a Containerised Cold and Freezer Room Combo, complete with fixtures and fittings. Supply and Install stainless steel shelving as specified and shown on the drawing. The equipment supplied and installation method should be according to SANS 10147:2011				
3.1.1			COLD AND FREEZER ROOM COMBO				
3.1.1.1			Cold Room (Operating Temperature: 0 Deg C) Cold Room Dimensions: 3400 x 2500 x 2400mm (H) Doors: 1 x Hinged Doors to Fit Opening 800 x 2000mm (H) Insulation Panels: 100mm Polystyrene Finish: Chromadek/Galvanised	Set	1		
3.1.1.1			Freezer Room (Operating Temperature: -20 Deg C) Freezer Room Dimensions: 2000 x 2500 2400mm (h) Doors: 1 x Hinged Doors to Fit Opening 800 x 2000mm (H) Insulation Panels: 100mm Polystyrene Freezer Floor: 50mm Insulation, 50mm Screed Finish: Chromadek/Galvanised				
3.1.1.2			Piping, Accessories and Connections	Sum	1		
3.1.2			SHELVING				
3.1.2.1			Stainless Steel Cold Room Shelving Rack, Modularised 3 Tire shelving with 400mm spacing Set 1 and 2: 3000 x 500 x 1200 (LxWxH)	Set	2		
3.1.2.2			Stainless Steel Freezer Room Shelving Rack, Modularised 3 Tire shelving with 400mm spacing Set 1 and 2: 1100 x 500 x 1200 (LxWxH) Set 3: 2300 x 500 x 1200 (LxWxH)	Set	3		
3.2			HEATING, VENTILATION AND AIR-CONDITIONING				
			Supply, delivery, installation, commissioning and testing of a Air-Conditioning Units with Cooling and Heating Capacity, complete with insulated refrigerant piping, condensate drains, trunking, electric wiring and connection and controls				
3.2.1			Ceiling Cassette split units, 10.52 kW cooling capacity (with heat pump)	No.	3		
3.2.2			Refrigerant piping pair (liquid and gas)	m	9		
3.2.3			Drain piping	m	12		
3.2.4			Support brackets	No.	6		
3.2.5			Galvanised steel trunking, and painted as per architectural requirements	m	15		
3.3			TEST & COMMISSIONING				
3.3.1			Test and commissioning of ALL Refrigeration, Heating, Ventilation and Air-Conditioning Equipment	Sum	1		
TOTAL CARRIED TO SUMMARY (REFRIGERATION, HEATING, VENTILATION AND AIRCONDITIONING)							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4			CIVIL AND STRUCTURAL				
4.1	SABS 1200 G		CONCRETE AND BRICK WORK				
4.1.1			COLD AND FREEZER ROOM CONCRETE PLINTH				
			Strength concrete 25MPa/19mm in:				
4.1.1.1			Demolition of Current Concrete Floor in Preparation for Plinth	m ²	15		
4.1.1.2			Foundations and Ground Preparations	m ²	15		
4.1.1.3			300mm Thick Concrete Slab (Plinth) with allowance for water run off on the open side	m ²	15		
4.1.2			COOKING AREA PLINTH				
			Strength concrete 25MPa/19mm in:				
4.1.2.1			Demolition of Current Concrete Floor in Preparation for Plinth	m ²	12		
4.1.2.2			Foundations and Ground Preparations	m ²	12		
4.1.2.3			200mm Thick Concrete Slab (Plinth)	m ²	12		
4.1.3			REINFORCEMENT				
			Mild steel bars:				
4.1.3.1			10mm	Tonnes	0.5		
4.1.4			BRICK WALL				
4.1.4.1			Cooking Area Brick Wall 230mm Thick by 1m (Height)	m ²	0		
4.1.5			FINISHING				
			Unformed Concrete Surface finish				
4.1.5.1			Wood-Floated Finish	m ²	0		
4.2			WALL OPENING				
4.2.1			Demolition of existing wall to create an opening Opening of 1100 (Width) and 2200 (Height)	m ²	0		
4.2.2			Reinforced Square Concrete Slab 1000 x 230 x 230mm (H)	No	1		
4.2.3			Reinforced Square Concrete Pillar 2200 x 230 x 230mm (H)	No	2		
4.2.1			FINISHING				
			Unformed Concrete Surface finish				
4.2.1.1			Extra Brick and Concrete Work required	Sum	1		
4.2.1.2			Wood-Floated Finish	m ²	5		
4.2.1.3			150mm Thick Cavity Wall Insulation 3000mm x 3000mm x 150mm (Thickness)	m ²	9		
4.3			KITCHEN AND BATHROOM FLOOR AND WALLS				
4.3.1		LI	Removal of Kitchen and Bathroom Floor Tiles	m ²	0		
4.3.2			Antimicrobial Treated Slip Proof Polyurethane Resin Floor Coating with Layer Thickness: 6-9mm	m ²	160		
CARRIED FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

BROUGHT FORWARD				
4.3.3		LI	Removal of Kitchen Wall Tiles	m ² 0
4.3.4			Antimicrobial Treated Polyurethane Resin Wall Coating with Layer Thickness: 3-6mm	m ² 200
4.4			BATHROOM AND TOILET FITTINGS	
4.4.1			Toilet seats	No 3
4.4.2			32mm Dia. Stainless Steel side grab rail (DL3)	No 1
4.4.3			32mm Dia. Stainless Steel vertical grab rail (SR1)	No 1
	SANS 1200LD		Extra over uPVC pipes for fittings	
4.4.4			50mm Access bend, adaptor, Junction	No 20
4.4.5			110mm Access bend, adaptor, Junction	No 20
4.5			PAINTWORK AND SEALANT	
			ON FLOATED PLASTER	
4.5.1			Three coats paint to walls	m ² 210
			ON METAL	
4.5.2			On door frame	m ² 15
4.5.3			On Steel Pipes and Structure	m ² 80
4.5.4			Red Oxide Primer Paint	m ² 50
			ON WOOD	
4.5.5			Three coats clear varnish	
4.5.6			On doors	m ² 60
			ON PLASTERBOARD CEILING	
4.5.7			Ceiling Water Proof Paint	m ² 100
			ON ROOFING	
4.5.8			Roof Pure Acrylic Emulsion Paint Roof Waterproofing and Painting	m ² 650
			COOKING AREA WALL SEALANT	
4.5.9			Clear Silicone Sealant for Walls and Plasterboard	Litre 5
4.6			TAPS, VALVES, AND WATER SUPPLIES ETC	
4.6.1			TAPS AND VALVES	
4.6.1.1			15mm CP Sink Taps	No 10
4.6.1.2			15mm CP Shower Taps	No 10
			WATER SUPPLIES	
4.6.2			CLASS 2 COPPER PIPES	
	SANS 1200L		Supply and install copper cold and hot water pipes from medium pressure water supply	
4.6.2.1			22mm Pipes	m 60
4.6.2.2			15mm Pipes	m 210
CARRIED FORWARD				

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

BROUGHT FORWARD						
4.6.3			EXTRA OVER CLASS 2 COPPER PIPES FOR CAPILLARY FITTINGS AND VALVES			
4.6.3.1			22mm Fittings, Couplings, Accessories	No	0	
4.6.3.2			15mm Fittings, Couplings, Accessories	No	0	
4.6.3.3			22mm Valves	No	10	
4.6.3.4			15mm Valves	No	15	
4.6.4			INSULATION			
4.6.4.1			22mm Lagging/Thermal Insulation	m	0	
4.6.4.2			15mm Lagging/Thermal Insulation	m	0	
4.7			PLUMBING AND DRAINAGE			
	SANS 1200LD		uPVC SINK BENDS			
4.7.1			40mm x 40mm Combination for double bowl with deep-seal "P" or "S" trap with couplings	No	10	
			STAINLESS STEEL CHANNEL DRAINAGE			
4.7.2			Complete Installation of 150mm Stainless Steel Open Channel Kitchen Drainage. Supply and Install matching Stainless Steel Grate Cover	m	50	
4.7.3			uPVC PIPES			
4.7.3.1			50mm pipes	m	60	
4.7.3.2			110mm pipes	m	70	
4.7.4			GREASE/FAT TRAPS			
4.7.4.1	SANS 51825-1 : 2009		Stainless Steel Grease/Fat Traps Flowrate: 4.5 l/s Inlet/Outlet Ø 110mm	No	1	
4.7.4.2			Grease Traps Concrete Casting Reinforced concrete - 30Mpa	m ³	6	
4.8			COLD AND FREEZER ROOM SHED			
			The Shed should be able to house a Cold and Freezer Room of Dimensions, 5400 x 2400 x 2800mm (H) The standard measurements of the shed is: 3500mm depth (Open Side) 4000mm (Closed Side) - Angle of elevation is at least 10°, 2700mm width (Uniform) and 5600mm (Length).			
4.8.1			GROUND PREPERATION AND FOUNDATION			
			Ground Preparations and Excavations Digging of 9 holes or Ø200 x 1000mm (Depth)	m ³	0	
			Foundation: Grade 25 Concrete	m ³	0	
4.8.2			SHED STEEL STRUCTURE			
			All metal structure components must be finished in hot dip galvanized coating according to Structural steel standard SANS 50025 / EN 10025:2004 and SANS 10160-2.	Ton	0.5	
CARRIED FORWARD						

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5			ELECTRICAL INSTALLATIONS				
5.1			Dismantling of Kitchen Distribution Board				
5.1.1			Install New Kitchen Distribution Board into a new position(Wall). Supply and install correctly as specified with all equipment.	No	1		
5.2			Extend cabling to new position of DB				
5.2.1			Supply and install main incoming cables into a DB	m	25		
5.3			Isolators				
5.3.1			20A Triple weather-proof (IP56) Isolator for kitchen equipment	No	3		
5.3.2			30A Triple weather-proof (IP56) Isolator for kitchen equipment	No	1		
5.3.3			45A Triple weather-proof (IP56) Isolator for kitchen equipment	No	1		
5.3.4			60A Triple weather-proof (IP56) Isolator for kitchen equipment	No	2		
5.3.5			Rigid Isolator Mount (1200m H)	No	4		
5.4			Socket outlets				
5.4.1			16 Amp single switched socket outlet mounted on wall/ partition complete with flush box.	No	20		
5.5			Light Switches				
5.5.1			1 Lever 1 way	No	5		
5.5.2			2 Lever 1 way	No	5		
5.5.3			1 Lever 2 way	No	5		
5.6			Light fittings				
5.6.1			Type A, Explosion Proof Fluorescent Luminaire	No	16		
5.7			Cable Sleeves and Conduit				
5.7.1			Ø25mm ² 4 Core Cable	m	240		
5.7.2			Ø50mm PVC Conduit	m	8		
5.7.3			Ø25mm ² Ferrets and Lugs	Sum	1		
5.7.4			Compression Glands	Sum	1		
5.8			Cable Trunking				
5.8.1			3m(h) 76 x 127mm Galvanised Steel Trunking	No	2		
5.8.2			Ceiling Flange and Mounting	No	2		
5.8.3			Baseplate Flange and Mountings	No	2		
5.8.4			End Caps	No	2		
CARRIED TO SUMMARY (ELECTRICAL INSTALLATIONS)							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
7			CREDIT FOR OLD MATERIALS FOR DEMOLITIONS, ALTERATIONS AND REMOVAL OF EQUIPMENT				
7.1			KITCHEN EQUIPMENT				
			Removal of old operational BUT faulty kitchen equipment as specified below				
7.1.1			135 litre Boiling Pot/Pan, Oil jacketed, Stainless Steel Dimensions : 1140x1040x1070mm 125kg Power : 18kw, 380V, 3Ph, AC.	No	1		
7.1.2			Three Solid Top Gas Range With Oven Dimensions : 1000x850x1110mm 270kg Gas : 177000KJ/HR.	No	1		
7.1.3			Four Open Gas Burner with Oven Dimensions : 1000x850x910mm 223kg Gas : 177000KJ/HR.	No	1		
7.1.4			Kitchen Ventilation System 4 Sides - 2800 x 1200 mm fibreglass boards 2 Grease Baffle Filters 1 Extraction fan ø750 x 1500mm (h) Straight Ducting	No	1		
7.1.5			4000m L Roller Shutter Door	No	1		
7.1.6			Galvanised Steel Vegetable Rack	No	1		
7.1.7			Dry Food Rack 4 Tire Galvanised Steel 2950 x 650 x 1800mm (h)	No	1		
7.1.8			Dry Food Lockable Cabinet 4 Tire Mild steel 800 x 360 x 1800mm (h)	No	1		
7.1.9			Dry Food Rack 3 Tire Mild Steel 1500 x 750 x 1800mm (h)	No	2		
7.1.10			Pots Rack 3 Tire 3x 3mm Mild Steel Angle Iron Beam Shelving 2200 x 500 x 1540mm (h)	No	1		
7.1.11			Epoxy Coated Wire Type Mobile 600 Plate Rack With faulty swivelling heavy duty castor wheels 1145 x 610 x 1650mm(h)	No	1		
7.1.12			150mm Wide Open Channel Grate (Over) Only	m	10		
7.2			REFRIGERATION EQUIPMENT				
			Removal of old operational BUT faulty refrigeration as specified below				
7.2.1			900L Chest Deep Freeze	No	2		
7.2.2			Stainless Steel Underbar 3 Door Fridge 2200 x 0785 x 1300mm (h)	No	1		
7.2.3			Cold and Freezer Room Shelving 3 Tire Painted Mild Steel 4 Sets of 1800 x 500 x 1500mm (h) 2 Sets of 1000 x 500 x 1500mm (h)	No	1		
CARRIED FORWARD							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	REFERENCE	CATEGORY	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD							
7.3			WATER HEATING AND STORAGE				
			Removal of old operational BUT faulty Water Heating and Storage as specified below				
7.3.1			1000L Water Heating and Storage Tank Complete with existing element and connections	No	1		
7.4			CIVIL WORKS				
			Removal of old building materials as specified below				
7.4.1			Removed doors, taps, floor and wall kitchen tiles,	Sum	1		
CARRIED TO SUMMARY (CREDIT FOR OLD MATERIALS FOR DEMOLITIONS, ALTERATIONS AND REMOVAL OF EQUIPMENT)							

PHALABORWA 524 SIGNAL SQN: UPGRADING OF KITCHEN EQUIPMENT

ITEM	DESCRIPTION	ESTIMATED TENDERED AMOUNT
1	PRELIMINARY AND GENERAL	
2	KITCHEN EQUIPMENT	
3	REFRIGERATION, HEATING, VENTILATION AND AIR-CONDITIONING	
4	CIVIL AND STRUCTURAL WORKS	
5	ELECTRICAL WORKS	
	COST OF CONSTRUCTION EXCLUDING 15%VAT	
	15% VAT ON CONSTRUCTION AMOUNT	
	COST OF CONSTRUCTION INCLUDING 15%VAT	
6	CREDIT FOR OLD MATERIALS, FOR DEMOLITIONS, ALTERATIONS AND REMOVAL OF EQUIPMENT	
TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE		

C2.2 Bills of Quantities / Lump Sum Document (if a returnable document)

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES / NO

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES / NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Bid no:	PLK24/12	Reference no:	6017/0612

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public

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

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

Name of Bidder	Signature	Date	Position

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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



15			
16			
17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ *(code)*

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender / Quotation no:	<i>PLK24/12</i>	Reference no:	<i>6017/0612</i>
Closing date:	<i>23/04/2024</i>		

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **12/04/2024**

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.

		12/04/2024
Name of Tenderer	Signature	Date

Mr M. M Raganya		12/04/2024
Name of DPW Representative	Signature	Date



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

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

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDOSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



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

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
----	--	---	---

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

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

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

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

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

2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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



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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender / Bid no:	PLK24/12	Reference no:	6017/0612

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.

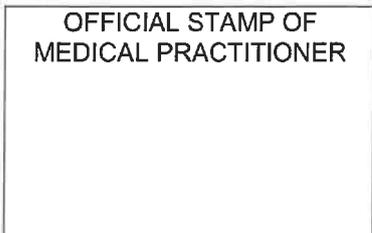
“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____

Date _____



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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender / quotation no:	PLK24/12	Closing date:	23/04/2024
Advertising date:	28/03/2024	Validity period:	84 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

**C2.2 Bills of Quantities / Lump Sum
Document (if a returnable document)**

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

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

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No				

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

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

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date

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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender no:	PLK24/12	Reference no:	6017/0612

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender no:	PLK24/12	Reference no:	6017/0612

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
 We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

Name of representative	Signature	Capacity	Date

Name of organisation:



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender no:	PLK24/12	Reference no:	6017/0612

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

Name of Tenderer	Signature	Date

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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender no:	PLK24/12	Reference no:	6017/0612

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

Provide additional list if space provided is insufficient.

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

These net amounts will be adjusted as follows:

FORMULA:

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

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

A = the amount (R) of adjustment

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

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

FOR

**PHALABORWA 524: UPGRADING AND
INSTALLATION OF KITCHEN EQUIPMENTS**

TENDER NUMBER: PLK24/12

CLOSING DATE: 23/04/2024

VOLUME 3: CONTRACT



EXPANDED PUBLIC WORKS PROGRAMME

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VOLUME 3: CONTRACT

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C4 Site Information	Separation sheet	Green	310
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VOLUME 3: CONTRACT

Part C1: Agreement and Contract Data

C1.2 Contract Data



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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender no:	PLK24/12	WCS no:	Reference no: 6017/0612

	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in <i>[]</i> brackets</p>
--	---

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document PG01.1 (EC) – Scope of Works for detailed description
<p>This project is for upgrading of Kitchen Equipment and related installations at Phalaborwa 524 Signal Military Base Kitchen. This will involve the removal of old kitchen equipment and replacement with new kitchen equipment, such as stoves, Bain Marries and kitchen ventilation systems, as well as installations of some new kitchen equipment. Installation of new Gas line, Fire Suppression and Large-Scale Refrigeration equipment. Maintenance works required on the roof, kitchen floors, and kitchen electrical installations Compliance certification and commissioning of critical installations such as electrical and gas installations</p>	

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

A 2.0 Site [1.1.1.29]

Erf / stand number	Phalaborwa 524 Signal Sqn
Site address	
Township / Suburb	
City / Town	Phalaborwa
Province	Limpopo
Local authority	SANDF
GPS Coordinates	23°54'6.36"S, 31°6'41.56"E

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	dg.pa@dpw.gov.za	Telephone	012 406 1000
Postal address	Private Bag Polokwane 0787		
Physical address	77 Hans Van Rensburg Polokwane CBD Polokwane 0700		

A 3.2 Employer's Representative:

Name	Mashilo M. Raganya	Telephone number	015 291 6433
E-mail	mashilo.raganya@dpw.gov.za	Mobile number	082 568 3912
Postal address	Private Bag Polokwane 0787		
Physical address	77 Hans Van Rensburg Polokwane CBD Polokwane 0700		

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

A 4.0	Employers Agent/s		AES Consulting cc
A 4.1	Principal Agent [1.1.1.16]	Discipline	Mechanical

Name	AES Consulting		
Legal entity of above	AES Consulting cc	Contact person	L. Machanzi
Practice number	2010 0089	Telephone number	015 291 3305
Country	South Africa	Mobile number	
E-mail	admin@aesconsulting.co.za		
Postal address	P.O Box 1539 Flora Park Polokwane 0787		
Physical address	Office No. 7 125 Marshall Street Polokwane 0699		

A 4.2	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 4.3	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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

A 4.4	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 4.5	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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

A 4.7	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 4.8	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

A 4.9	Agent [1.1.1.16]	Discipline	
--------------	-------------------------	-------------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address			
Physical address			

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

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System / Method of measurement	Standard Method of Measurement (SMM)
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B 2.0 Law, regulations and notices [1.3.2]

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

B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand
--	--------------------

B 4.0 Documents [1.1.1.7]

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

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	N/A
DPW-05: (EC): GCC 2015: 3RD EDITION	30
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	N/A
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD] and B16 [CD]	N/A
Drawings as per drawing register issued with the tender	23
Specifications issued with the tender	127
Schedules issued with the tender	0
Bills of Quantities issued with the tender	18
Addenda as issued during tender stage, if applicable	As issued

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

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]
Principal Agent
AES Consulting

Principal agent's and agents' interest or involvement in the works other than a professional interest
N/A

B 6.0 Insurances [8.6]

Insurances by contractor			
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	The Contract Price [8.6.1.1.1] New Works With a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
Or	The Contract Price [8.6.1.1.1] Works with alterations and additions (reinstatement value of existing structures / works without or including new works) with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Applicable
Or	The Contract Price [8.6.1.1.1] Works with practical completion in sections with a deductible not exceeding 5% of each and every claim [8.6.2]	Contract sum plus 10%	Not Applicable
	Plant and materials supplied by the Employer [8.6.1.1.2]	R 0.00	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R 0.00	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R 5,000,000.00	Applicable
	Special Risks Insurance issued by Sasria [8.6.1.2]	R 2,500,000.00	Applicable

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

Public liability insurance [8.6.1.3]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R 0.00	Not Applicable
Subcontractors insurance [8.6.3] where applicable, if not included in works insurance nor by sub-Contractors	R 0.00	Not Applicable
Other insurances [8.6.1.5]		
Free issue where applicable, to be included in the contract works insurance	R 0.00	Not Applicable
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area" [8.6.8[CD]]	R 0.00	Not Applicable
Other insurances: If applicable, description 1:	R 0.00	Not Applicable
Other insurances; If applicable, description 2:	R 0.00	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Applicable
If applicable, description:	
<p>The project will be implemented at an active SANDF Facility (Phalaborwa 524 Signal Squadron Kitchen). Consequently, the contractor's activities will be limited to the designated site, which will be situated within the facility's courtyard. It's important to note that the contractor's movements will be restricted to the confines of the facility throughout the operational hours, as detailed in the extended explanation of working hour restrictions [5.8] provided below.</p>	
Restriction of working hours [5.8]	Applicable
If applicable, description:	
<p>The project will be implemented at an active SANDF Facility (Phalaborwa 524 Signal Squadron). As a result, the operational hours will be limited to the regular business schedule (Monday to Friday, from 07:00 to 17:00 hours). In cases where there is a necessity for different working hours or days that fall outside of this established timeframe, the contractor must submit a written request to the Facility's Officer in Command. This request should also involve the Client's representative and the Principal Agent as the second and third points of contact, respectively. Should the request receive approval, the Facility's Officer in Command will coordinate the necessary adjustments and provide the Contractor with an official written response</p>	



Natural features and known services to be preserved by the contractor [4.7] If applicable, description:	Not Applicable
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2] If applicable, description:	Applicable
<p>The project will be implemented at an active SANDF Facility (Phalaborwa 524 Signal Squadron Kitchen). As a result, the contractor and their staff are only authorized to conduct work solely within the designated area. It is strictly prohibited for the contractor and their personnel to engage in work or visit areas beyond the boundaries of the designated construction facility.</p>	

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

Supply of free issue of material and goods [8.6.1.1.2] If applicable, description:	Amount	R	Not Applicable
---	--------	---	----------------

B 8.0 Subcontractors [4.4]

Applicable	If applicable, description of specialisation
Specialisation 1	SAQCC Gas Registered LP Gas Installer
Specialisation 2	SAQCC Gas Registered Refrigeration Mechanic (Cat B)
Specialisation 3	Electrical Contractor's Board Registered Electrician with Wireman's License for 380V Installations
Specialisation 4	Kitchen Ventilation System Fabricator and Installer
Specialisation 5	Kitchen Ventilation System Fire Suppression Installer

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

Applicable	If applicable, description of sections
Section 1	Installation of LP Gas Supply and Issuing of a valid COC
Section 2	Installation of Air-Conditioning Systems, Refrigeration Systems and Issuing of a Valid COC
Section 3	Installation of Equipment that uses Single (220-240V / 50Hz / 1Ph) and Three Phase (380-415V / 50Hz / 3Ph) Equipment and issuing of valid COC for all electrical installations
Section 4	Fabrication and Issuing of a 304 Stainless Steel 3m x 3m Kitchen Ventilation System complete with the extraction fan, galvanized steel ducting and roof cover
Section 5	Installation of a Specialist Automatic Kitchen Ventilation System Fire Suppression System to ensure the automatic release of fire suppression foam in the unlikely event of a fire under the kitchen ventilation system.

Section 6	
Remainder of the works. Supplying and installing of commercial kitchen equipment, general, building works, floor works, plumbing and drainage works.	

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

B 10.1 Contract Period

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

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

The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	0.5 Months
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	0.5 Month
Total construction period for the Works as a whole from date of Access to and Possession of the Site up to and including Practical Completion , as indicated below [1.1.1.14, 5.4.1, 5.14.1]	4 Months
Period to achieve Completion [5.14.4]	5 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	12
Total Contract Period	17 Months

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

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of Access to and Possession of the site (5.4.1) by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Applicable
The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of Access to and Possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	Applicable
Notification period for inspection in working days by the principal agent.	2 Days



Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 190.00
Penalty amount per calendar day for late Practical Completion , excluding VAT. [5.13].	R 1,900.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 570.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 285.00

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

Construction period and Practical completion for portions of the Works [5.14.7]					Not Applicable	
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days .						
The date for practical completion shall be the period in months as indicated from the date of access and possession of the site by the contractor [1.1.1.14, 5.4.1, 5.14.1]						
The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of Access to and Possession of the Site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [5.4.1, 12.2.7; 24.1]						N/A
Penalty for late Practical Completion, if completion in sections is required , excluding VAT [5.13]						
The penalty amount per day for failing to complete section 1 of the Works is:						R
The penalty amount per day for failing to complete section 2 of the Works is:						R
The penalty amount per day for failing to complete section 3 of the Works is:						R
The penalty amount per day for failing to complete section 4 of the Works is:						R
The penalty amount per day for failing to complete section 5 of the Works is:						R
The penalty amount per day for failing to complete section 6 of the Works is:						R
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:						R



Penalty amount per calendar day for late submission of contractual obligatory documents: To be calculated at Ten percent (10%) of penalty / calendar day to complete the whole of the Works as indicated above, excluding VAT.

Penalty amount per calendar day for **late Completion** [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete **the whole of the Works**, excluding VAT

Penalty amount per calendar day for **late Final Completion** (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete **the whole of the Works**, excluding VAT

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

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

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

B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil and building works (as per the Scope of Works, drawings and BOQ)
14.2	All Mechanical equipment (as per the Scope of Works, drawings and BOQ)



14.3	All Air conditioning system and Refrigeration plants (as per the Scope of Works, drawings and BOQ)
14.4	Electrical Installations (as per the Scope of Works, drawings and BOQ)
14.5	All Plumbing and Drainage (as per the Scope of Works, drawings and BOQ)
14.6	All Kitchen Equipment installations and Fire Protection (as per the Scope of Works, drawings and BOQ)
14.7	
14.8	
14.9	
14.10	

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B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	<i>1st of every month</i>
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Not Applicable
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

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

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

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

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

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<p>1.3.5</p>	<p>Replace Clause 1.3.5 with the following:</p> <ul style="list-style-type: none"> (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.
<p>1.3.7</p>	<p>Replace Clause 1.3.7 with the following</p> <p>By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
<p>3.2.3</p>	<p>Add to Clause 3.2.3 the following:</p> <ul style="list-style-type: none"> 1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: <ul style="list-style-type: none"> (a) Appointment of Subcontractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9;

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	<p>(f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p> <p>(h) Any variation orders – clause 6.3.1</p> <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer’s Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer’s Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer’s Agent authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer’s Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved).</p> <p>The Employer’s Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p> <p>5. Insert the following under 3.2.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer’s Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer’s Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer’s Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word “plant” to read as follows:</p> <p>Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>

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3.3.2.2.3	Add to Clause 3.3.2.2.3 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.2.2.4	Add to Clause 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
4.4.4	Ref Clause 3.2.3.
4.4.6	Not applicable to this Contract.
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	Add to Clause 5.3.1: The documentation required before commencement with Works execution are: <ul style="list-style-type: none"> • Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) • Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Clause 5.6) • Security (C1.0, Clause 6.2) • Insurance/s (B6, Clause 8.6) • Works Insurance for the duration of the project • Valid COIDA (from the Department of Labour) • insert other requirements
5.3.2	Add to Clause 5.3.2: The time to submit the documentation required before commencement with Works execution is: 21 calendar days.
5.4.2	Add to Clause 5.4.2: The access to, and possession of, the Site referred to in Clause 5.4.1 shall be exclusive to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: The facility is a secure national key point therefore access to the contractor and the contractor's personnel will be subject to vetting and sole approval by the National Department of Public Works and National Defence Forces

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

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

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6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.9.1	<p>Replace Clause 6.9.1 with the following:</p> <p>“Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.</p>
6.10.1	<p>Add at end of Clause 6.10.1</p> <p>The contractor shall provide the Employer’s Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information:</p> <ul style="list-style-type: none"> (a) EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) (b) Proof of payment of the EPWP / NYS labourer (c) Tax Invoice (d) Labour intensive report (e) Updated construction programme (f) Revised cash flows
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace “28 days” with “30 days” provided all required documents including an invoice have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>

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

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

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

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9.3.2.2	<p>Replace Clause 9.3.2.2 with the following:</p> <p>All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.</p>
9.3.2.3	Not applicable to this Contract.
9.3.3	<p>Add the following at the end of Clause 9.3.3</p> <p>After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.</p> <p>Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.</p>
10.1.3.1	<p>Replace Clause 10.1.3.1 with the following:</p> <p>All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The Employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause, if other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	<p>Add new Clause 10.1.6:</p> <p>If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.</p>
10.1.3.6	<p>Replace Clause 10.1.3.6 with the following:</p> <p>The employer, the Employer's Agent and the Contractor shall in any proceedings in accordance with Clauses 10.3 and 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of the Clause, if the other party to the dispute is prejudiced by such non-recording of the facts.</p>
10.2.1	<p>Replace Clause 10.2.1 with the following:</p> <p>In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.</p>

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable
(h)		Select
(i)		Select

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PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

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

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

Where the **contractor** does not select an option, Option A shall apply.

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries per section**.

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

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Adjustment methods

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

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

Failure to provide particulars within the period stated

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

C1.3 Form of Guarantee

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

The Project Manager
Private Bag X9459
Polokwane
0700

Sir,

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

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 and Infrastructure** (hereinafter referred to as the “**employer**”), Contract/Tender No: _____ **insert Contract / Tender No**, for the _____ **insert description of works** (hereinafter referred to as the “**contract**”) for the sum of R _____ **insert amount**, (_____ **insert amount in words**), (hereinafter referred to as the “**contract sum**”).

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R _____ **insert amount**, (_____ **insert amount in words**) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
- (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval 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, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):

- (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
 or

Tender no: PLK24/12

- (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
 5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
 6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the 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 guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
 9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 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-10.4 (EC): FIXED CONSTRUCTION GUARANTEE GCC 3rd Edition (2015)

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

FOR ATTENTION

The Project Manager
Private Bag X9459
Polokwane
0700

Sir,

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

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 and Infrastructure** (hereinafter referred to as the “employer”), Contract/Tender No: _____ **insert Contract / Tender No**, for the _____
_____ **insert description of Works** (hereinafter referred to as the “contract”), for the sum of R _____ **insert amount**, (_____
_____ **insert amount in words**), (hereinafter referred to as the “contract sum”).
- I / We, _____
_____ in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the “guarantor”) advise that the **guarantor** holds at the **employer’s** disposal the sum of R _____ **insert amount**, (_____
_____ **insert amount in words**) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer’s** opinion and sole discretion):
- (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**;
or
 - (b) the **contractor’s** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

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 approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

Contract/Tender No: **PLK24/12**

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

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____



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

Part C2: Pricing Data

C2.1 Pricing Instructions

PG-02.1 (EC) PRICING ASSUMPTIONS – GCC 3rd Edition (2015)

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENT		
Tender / Quotation no:	PLK24/12	Reference no:	6017/0612

C2.1 Pricing Assumptions

C2.1.1 GENERAL

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

C2.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

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

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

C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

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

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

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

C2.1.4 PROVISIONAL SUMS

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

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

C2.1.5 PRICING OF THE BILL OF QUANTITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C2.1.6 VALUE ADDED TAX

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

C2.1.7 CORRECTION OF ENTRIES

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

C2.1.8 ARITHMETICAL ERRORS

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

C2.1.9 CONTRACT DOCUMENTS

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

C2.1.10 UNITS OF MEASUREMENT

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

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

C2.1.11 TRADE NAMES

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

C2.1.12 CONTRACT DOCUMENTS

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

C2.1.13 PAYMENTS

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

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

C2.1.14 ACCOMMODATION ON SITE

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

C2.1.15 LOCAL MATERIAL UTILISATION REPORT (LOCAL CONTENT)

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

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

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

C2.1.16 CONTRACT PARTICIPATION GOALS

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

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

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

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

Minimum Percentage Participation Goal Applicable Yes No

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

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

Minimum Percentage Participation Goal Applicable Yes No

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

C2.1.16.3 MINIMUM TARGETED LOCAL LABOUR CONTRACT PARTICIPATION GOAL

Minimum Percentage Participation Goal Applicable Yes No

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

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

Minimum Percentage Participation Goal Applicable Yes No

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

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

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

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

Minimum Percentage Participation Goal Applicable Yes No

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

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

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



will be based on the actual contract amount which will be offset against the provisional amount allowed for within the Contract Participation Goal section in the Bill of Quantities.

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

Payment

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

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

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

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

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

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

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

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

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

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

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

The contractor shall apportion the cost of accommodating work integrated learners (P1 and P2 learners) and candidates for professional registration by using Table 3 in the Standard and this

cost will be used to determine the Rand value and will be used in determining the contract participation goal in the Bills of Quantities.

Table 3: Notional Cost of Training; Headcount

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

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

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

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

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

C2.1.16.6 NATIONAL YOUTH SERVICE TRAINING AND DEVELOPMENT PROGRAMME

National Youth Service Training and Development Programme Applicable Yes No

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

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

C2.1.16.7 LABOUR-INTENSIVE WORKS

Labour Intensive Works Applicable Yes No

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

C2.2 Submission of Accrual Reports

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

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

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

Part C3: Scope of Work

C3 Scope of Work

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

Project title:	PHALABORWA 524: UPGRADING OF KITCHEN AND INSTALLATION OF KITCHEN EQUIPMENTS		
Tender no:	<i>PLK24/12</i>	Reference no:	<i>6017/0612</i>

C3. Scope of Works

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C3.2 PROJECT SPECIFICATIONS

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PS-1 PROJECT DESCRIPTION

Refer to "General and Technical Specification"

PS-2 DESCRIPTION OF SITE AND ACCESS

Refer to "General and Technical Specification"

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Refer to "General and Technical Specification"

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

Refer to "General and Technical Specification"

PS-5 CONSTRUCTION PROGRAMME

Refer to "General and Technical Specification"

PS-6 SITE FACILITIES AVAILABLE

Refer to "General and Technical Specification"

PS-7 SITE FACILITIES REQUIRED

Refer to "General and Technical Specification"

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Refer to "General and Technical Specification"

PS-9 OCCUPATIONAL HEALTH AND SAFETY

Refer to "Health and Safety Specifications and Health and Safety Specifications for the Principal Contractor"

PS-10 ADVERSE WEATHER CONDITIONS

"General and Technical Specification"

B: AMENDMENTS TO THE PARTICULAR SPECIFICATIONS

Insert amendments to particular specifications

C3.3 PARTICULAR SPECIFICATIONS

List particular specifications

C3.4 STANDARD SPECIFICATIONS:

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

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

Refer to "General and Technical Specification"

3.5 PROJECT SPECIFICATIONS:

Status

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

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

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

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

3.5.1 GENERAL

PS-1 PROJECT DESCRIPTION:

This project is for upgrading of Kitchen Equipment and related installations at Phalaborwa 524 Signal Military Base Kitchen. This will involve the removal of old kitchen equipment and replacement with new kitchen equipment, such as stoves, Bain Marries and kitchen ventilation systems, as well as installations of some new kitchen equipment. Installation of new Gas line, Fire Suppression and Large-Scale Refrigeration equipment. Maintenance works required on the roof, kitchen floors, and kitchen electrical installations Compliance certification and commissioning of

3.5.2 AMENDMENTS TO THE STANDARD AND PARTICULAR SPECIFICATION:

C3.5.3 PARTICULAR SPECIFICATIONS:

C3.6 STANDARD MINIMUM REQUIREMENTS

In terms of section 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to establish and promote

best practice standards, Standard Requirements and Guidelines which includes the following but not limited to:

- C3.6.1 cidb Best Practice: Green Building Certification, No. 34158 Government Gazette, 1 April 2011
- C3.6.2 cidb Standard for Developing Skills through Infrastructure Contracts, No. 36760 Government Gazette, 23 August 2013
- C3.6.3 cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013
- C3.6.4 Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017, No. 40553 Government Gazette, 20 January 2017
- C3.6.5 cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.6 cidb Standard for Minimum Requirements for Engaging Contractors and Sub-Contractors on Construction Works Contracts, No. 41237 Government Gazette, 10 November 2017
- C3.6.7 cidb Standard for Minimum Requirements for Engaging Contractors and Sub- Contractors on Construction Works Contracts, No. 42021 Government Gazette, 9 November 2018
- C3.6.8 cidb Standard for Developing Skills through Infrastructure Contracts, No. 43495 Government Gazette, 3 July 2020

C3.7 CONTRACT PARTICIPATION GOALS AND CIDB BUILD PROGRAMME

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

C3.7.1 Minimum Targeted Local Material Manufacturer Contract Participation Goal

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

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

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

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

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

Preference shall be given to the Targeted Local Material Manufacturer where feasible in (**not applicable**), and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371 and SANS specifications,

- (b) The non-availability of such materials shall not adversely affect the desired progress of the specific works,
- (c) The use of such suppliers shall not constitute grounds for any claim for increased cost in respect thereof,
- (d) Materials of at least **(not applicable)** of the total value of materials purchased excluding VAT to be sourced from within **(not applicable)**km radius of the project site,
- (e) Material of at least **(not applicable)** of the total value of materials purchased excluding VAT to be sourced from within **(not applicable)**km radius of the project site.

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

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

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

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

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

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

A targeted supplier is a targeted enterprise that

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

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

Preference shall be given to the local material suppliers where feasible in the **not applicable**, and provided that:

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

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

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

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

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

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

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

Targeted labour: individuals who:

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

Adapted from SANS 10845-7:2015, definition 2.12

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

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

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

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

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

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

The aim of this best practice standard for indirect targeting for enterprise development in accordance with the Standard for Indirect Targeting for Enterprise Development (published in Government Gazette 36190 of 25 February 2013), as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. is to promote enterprise development by providing for a minimum contract participation goal (CPG) of **five percent (5%)** of the contract amount as defined in the Standard (Tender amount, excluding allowances and VAT on

selected contracts to be undertaken by joint-venture partners or to be sub-contracted to developing contractors that are also to be beneficiaries of enterprise development support from the main contractor.

The lead partner or main contractor shall dedicate a **minimum five percent (5%)** of the tender value at the time of award, excluding allowances and VAT, to provide developmental support to targeted subcontractor or joint venture partner applicable to contracts in Grades 7 to 9, General Building and Civil Engineering contracts. Preference will be given to (not applicable) Enterprises.

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

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

C3.7.4.1 Criteria

The main or lead partner of the successful bidder shall:

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

C3.7.4.2 Management

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

C3.7.4.3 Competence Criteria for an Enterprise Development Co-ordinator

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

- Minimum experience of 5 years in the construction industry at Managerial level as a Site Agent, Contracts Manager, Site Manager, Construction Manager, Business Development Manager or Enterprise Development Manager.

- Minimum experience of 2 years in training and development in Building or Construction; and
- National Diploma or B Degree in the Built Environment or Business Management

C3.7.4.4 Format of Communications

The contractor shall submit to the Employer's Representative:

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

C3.7.4.5 The Key Personal

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

C3.7.4.6 Management Meetings

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

C3.7.4.7 Forms for contract administration

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

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

C3.7.4.8 Records

The contractor shall:

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

C3.7.4.9 Payment Certificates

The contractor shall:

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

C3.7.4.10 Compliance requirements

Non-compliance with the Best Practice Project Assessment Scheme

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

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

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

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

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

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

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

C3.7.5.1 Methodology

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

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

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

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

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

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

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

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

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

Table 3: Notional Cost of Training per Headcount

Source: cidb Standard for Skills Development

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

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

- (a) (a) The successful contractor may employ part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates directly or through a Skills Development Agency (SDA), (A1 - List of cidb accredited SDAs).
- (b) The successful contractor must employ at least sixty percent (60%) of the learners from an FET / TVET college should the contractor select to have part/full occupational qualification learners and trade qualification learners contributing to the CSDG.
- (c) The successful contractor shall employ at least **(not applicable)** from eligible part/full occupational qualification learners, trade qualification learners, work integrated learners or candidates in the employment of the employer.

- (d) The successful contractor shall ensure that no single method shall contribute more than seventy five percent (75%) of the CSDG for the contract.
- (e) The successful contractor may only place thirty three percent (33%) employed employees or that of his subcontractors contributing to the CSDG.
- (f) The contractor shall employ at least sixty percent (60%) of the learners from a Public FET / TVET college should the contractor select to have trade qualification learners (Method 2) contributing to the CSDG.
- (g) One of the objectives of the project is to train **(not applicable)** Occupational qualifications, trade qualification, work integrated learners – P1 and P2 learners, professional candidates.

C3.7.5.2 Management

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

Candidates directly or through a Skills Development Agency (SDA), training provider or skills development facilitator (Form A1 - List of cidb accredited SDAs). The contractor shall ensure that no more than one Method shall be applied to any individual concurrently in the calculation of the CSDG for the contract.

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

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

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

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

C3.7.7 LABOUR-INTENSIVE WORKS

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

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

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

Employer's objectives:

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

Labour-intensive works:

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. A **thirty percent (30%)** penalty of the value of the works will be imposed on items where unauthorised use of plant was used to carry out work which was to be done labour-intensively.

Labour-intensive competencies of supervisory and management staff:

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

C3.7.7.1 GENERIC LABOUR-INTENSIVE SPECIFICATION

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

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

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

Precedence

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

Hand excavateable material

Hand excavateable material is:

a) granular materials:

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

b) cohesive materials:

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

Note

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

Table 2: Consistency of materials when profiled			
GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.



Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.
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Trench excavation

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

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

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

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

Excavation

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

Clearing and grubbing

Grass and bushes shall be cleared by hand.

Shaping

All shaping shall be undertaken by hand.

Loading

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

Haul

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

Offloading

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

Spreading

All material shall be spread by hand.

Compaction

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

Grassing

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

Stone pitching and rubble concrete masonry

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

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

Grout shall be mixed and placed by hand.

Manufactured Elements



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

C3.8 Submission of Accrual Reports

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

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

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

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

Examples of calculating CPGs and related penalties

CPGs values are based on the Tender Amount at the time of the award. Determining the actual values is based either on the Tender Amount including allowances and Vat or the Tender Amount at the time of award excluding allowances and VAT, where Allowances include the following:

- Provisional amounts
- CPG allowances
- Nominated and/or selected subcontractors
- Contract price adjustment (Not provided for within the B of Q by NDPWI)
- Contingency amounts (Not provided for within the B of Q by NDPWI)

CPG values in the CPG Bill of Quantities Section will be recalculated based on the “Tender Amount” or the “Contract Amount” which ever applicable and the provisional amounts adjusted accordingly. Sanctions (penalties) are applicable to all CPGs where the contractor fails to achieve the minimum specified requirements, unless the contractor can prove to the Employer’s satisfaction that the non-achievement was beyond his/her control. No penalties will be applied should the CPG value, based on the original “Tender Amount” or the “Contract Amount”, has been achieved.

1.1 Targeted Local Building Material Manufacturers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local manufacturers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 10% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 10% = R100 000 excluding VAT

1.2 Targeted Local Building Material Suppliers CPG

When applicable, the CPG is expressed as a percentage of the “Contract Amount”, i.e. the Tender Amount at the time of award excluding allowances and VAT.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG to be achieved = 5% as specified in the Scope of Works (PG01.1)

CPG target value = R130 Mil x 5% = R 6,5 Mil (Value of material to be purchased from local suppliers, excluding VAT)

Calculation of penalty:

Percentage penalty applicable = 20% as specified in the Scope of Works (PG01.1)

CPG target value = R6,5 Mil excluding VAT

CPG Achieved = R5,5 Mil (R1 Mil shortfall) excluding VAT

Penalty = R1 Mil x 20% = R200 000 excluding VAT

1.3 Targeted Local Labour Skills Development CPG

When applicable, the CPG is expressed as a percentage of the total number working days required to complete the Works.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
 “Contract amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 Number of working days required to complete the Works based on the construction period = 600 days
 CPG percentage participation to be achieved = 30% as specified in the Scope of Works (PG01.1)
 Required number of working days training to be provided = 180 days (600 x 30%)

Calculation of penalty:

Payment reduction = R 5 000 per day for not providing training as specified in the Scope of Works (PG01.1)
 CPG = 600 working days x 30% = 180 working days training to be provided
 CPG Achieved = 160 days (20 days shortfall where no training was provided)
 Penalty = 20 days x R5 000 payment reduction per day= R100 000 excluding VAT

1.4 Cidb BUILD Programme: Enterprise Development

When applicable, the Enterprise Development CPG expressed as a percentage of the “Contract amount” = Tender amount at the time of award excluding allowances and VAT. Failure to achieve the minimum Targeted Local Labour Skills Development CPG will result in a payment reduction of an amount specified in the Scope of Works (PG01.1) per working day where training was not provided.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the “Contract Amount” as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the “contract Amount”, the number of beneficiaries to be trained and the actual cost for providing the training.

Part 1: Calculation of 5% CPG example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT
 “Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)
 CPG percentage participation to be achieved = 5% as specified in the Scope of Works (PG01.1)
 CPG value = R6,5 Mil (Value of work to be subcontracted to emerging enterprises)

Calculation of penalty

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)
 CPG Minimum 5% = R6,5 Mil
 Achieved = R5,5 Mil (Only subcontracted work to the value of R5,5 Mil, i.e. R1 Mil shortfall)
 Penalty = R1 Mil x 30% = R300 000 Excl. VAT

Part 2: Calculations in terms of training to be done:

The number of enterprises to be developed is subject to the contract amount and the apportionment of the work as per Example 1 below.
 Number of enterprises to be trained = 6 x 1 GB subcontractors
 Total cost for training = R 1 660 000

Calculation of penalty

Total number of enterprises to be trained = 6
 Total number trained = 4 (2 Shortfall)
 Training cost per beneficiary = R1 660 000 / 6 = R 276 666,67 per beneficiary
 Penalty = R 276 666,67 x 2 x 30% = R166 000 Excl. VAT

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
5	Enterprise Development				
5.1	Enterprise Development of Targeted Enterprise or JV partners				
5.1.1	Appointment of training co-ordinator	Per Quarter	45 000	8	360 000
5.1.2	Appointment of Mentor /Training Service provider	Per Quarter	135 000	8	1 080 000
5.1.3	Needs Analysis and Enterprise Development Plan per Targeted Enterprise	No.	5 000	6	30 000
5.1.4	Monitoring and Interim reporting per targeted enterprise	Per Quarter	20 000	8	160 000
5.1.5	Project Completion report per Targeted Enterprise	No.	5 000	6	30 000

B of Q Item	Description	Unit	Rate	Quantity	Amount (R)
	Provisional Sum to be carried over to CPG bill of quantities				1 660 000
	"Contract amount" Tender amount excl. allowances and VAT	130 000 000			
	CPG Monetary value (5%) to be subcontracted to beneficiaries for training	6 500 000			
	No of enterprises based on the CPG value	6	Grade 1 / 2 GB/CE,ETC.		
	Contract period (months)	24			
	Note: Rates to be determined by PQS and adjusted to accepted quotation amounts				

1.5 Cidb BUILD Programme: Skills Development (Principal contractor including subcontractors and consultants)

When applicable, the contract skills development participation goals, expressed in Rand, shall be no less than the "contract amount" multiplied by a percentage (%) factor for the applicable class of construction works.

The monetary value of training to be provided is stipulated in the CPG BoQ section. The number of beneficiaries to be trained is dependent on the "Contract Amount" as well the number of beneficiaries appointed which will generally resort under the Grade 1 and 2 cidb categories. The provisional amount will therefore be adjusted in terms of the "Contract Amount", the number of beneficiaries to be trained from which Method and the actual cost for providing the training.

CPG Calculation

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

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 7)

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

"Contract amount" = Tender amount at the time of award excluding allowances and expenses, and VAT

Contractor CPG:

CPG calculation

"Contract amount" x factor from Table 3 above.

CPG calculation example:

"Tender Amount" = R150 Mil for GB, all inclusive of allowances and VAT

"Contract Amount" = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

Factor for GB = 0,5% (as per Table 2 above)

CPG in R value = R130 Mil x 0,5% = R650 000 i.e. total notional cost of training to amount to R650 000

Calculation of penalty:

Percentage penalty applicable = 30% as specified in the Scope of Works (PG01.1)

CPG value = R650 000

Achieved = R550 000 = R100 000 Shortfall

Penalty = R100 000 x 30% = R30 000 Excl. VAT

Calculations based on "Contract Amount" after bid award and appointment of beneficiaries

Actual CPG training requirement value after award upon selecting method/s of training and appointment of beneficiaries = R676 000 (Table 4 below) and the provisional amount allowed for to be adjusted accordingly.

The new monetary value of training required will then form the basis for determining penalties applicable. No penalties will be applied should the CPG value, based on the “Contract Amount” be achieved.

Table 4: Notional cost recalculation upon appointment of beneficiaries.

Source: cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020 (Page 10)

Skills Types	Number of learners	Notional Cost / Learner / Quarter	Notional cost / learner / year	Total Notional Cost over 12 months Contract
Method 2: Workplace learning opportunities, with unemployed TVET graduates	2	R23 000	R92 000	R184 000
Method 3: Candidacy for an unemployed learner with a 3-year qualification	2	R61 500	R246 000	R492 000
Total	4			R676 000

Note: the required CPG will be recalculated based on the awarded Tender amount and “Contract Amount” once the beneficiaries have been appointed and actual costs are known

Note: The notional cost of providing training opportunities will increase by CPI on an annual basis based on April CPI as published by Stats SA. The rates will be adjusted as an adjustment to the provisional amounts should the rates increase after bid award or during the construction period

1.6 National Youth Service Programme (NYS) CPG

When applicable, a separate NYS Bill of Quantities will be included in the tender documentation will indicate the number of beneficiaries to be trained.

Calculation of penalty:

Payment reduction per person not trained as stipulated in the NYS Bill of Quantities = R 2 500 per person.

Total number of NYS Beneficiaries as stipulated in the NYS Bill of Quantities = 25

Total Number of NYS beneficiaries trained = 20 (shortfall of 5 beneficiaries)

Penalty = 5 x R2 500 = R12 500 Excl. VAT

1.7 Labour Intensive Works CPG

When applicable, the work to be done by way of Labour intensive methods are specified in the Bills of Quantities with a “LI”.

CPG calculation example:

“Tender Amount” = R150 Mil all inclusive of allowances and VAT

“Contract Amount” = R130 Mil (Tender Amount at the time of award excluding allowances and VAT)

CPG value = R10 Mil (Total value of labour-intensive works specified in the Bills of Quantities)

Calculation of penalty:

CPG value = R10 Mil

Percentage penalty applicable = 30% as specified in the PG01.1 Scope of Work

CPG Achieved = 9 Mil (R1 Mil shortfall)

Penalty = R1 Mil x 30% = R300 000 Excl. VAT



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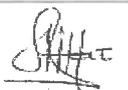
CONSTRUCTION HEALTH & SAFETY SPECIFICATIONS

CLIENT: DEPARTMENT OF PUBLIC WORKS

PROJECT: UPGRADING OF KITCHEN EQUIPMENT AT PHALABORWA 524 SQN SIGNAL

PROJECT LOCATION: PHALABORWA 524 SQN SIGNAL

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1. Scope

In terms of Construction Regulation 5 (7) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Principal Contractor shall prepare and submit site specific Health and Safety (H&S) file for the project (upgrade kitchen equipment for Phalaborwa 524 SQN Signal) as per specifications provided by Client and/or its Agent. The Principal Contractor shall be responsible for the Health and Safety policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 2014 (5) as well as the Health and Safety Plan for the project with a view to achieving a common goal, that is, Zero Harm.

The H&S Specifications has been has been prepared as per Construction Regulations promulgated on 2014. The Principal Contractor is accountable for taking all the necessary steps to protect all persons (including employees, visitors, and the general public), to protect the environment and property against any harm during the course of performing work or services in relation to their contractual obligations. In addition, all work procedures and equipment will be carried out in accordance with legislative requirements. DPW's contractors have the fundamental accountability and responsibility for executing on-site safety, health, and environment issues for their activities, services, products, and work. The contractor is responsible for ensuring that its employees and the employees of any appointed contractors comply with all occupational health and safety statutory requirements and the policies and procedures.

2. Definitions; Abbreviations and Explanations

Act – the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Agent – means any person who acts as a representative for a client;

Baseline Risk Assessment - baseline operational risks refer to the health and safety risks associated with all standard processes and routine activities in the business

Client – means any person for whom construction work is performed;

Construction Work is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

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Contractor – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

Health and Safety File – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

Health and Safety Plan – means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

Hazard: a source of or exposure to danger

Health and Safety Specification – means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

Method Statement – means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

Principal Contractor – means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

Risk Assessment – means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

Abbreviation	Explanation
OHS Act	Occupational Health and Safety Act No. 83 of 1993
COID Act	Compensation for Occupational Injuries and Diseases Act
HIRA	Hazard identification and risk assessment
MSDS	Material Safety Data Sheet
SHE	Safety, Health, and Environment
CR	Construction Regulation
CHA	Construction Health Agent
DPW	Department of Public Works

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3. General Administrative and Requirements

3.1. Supporting clauses

This specifications set out the minimum standards, legislative and organizational requirements and by virtue of explaining the need in each section or regulation makes provision for the Contractor to compile specific Health and Safety file in order to complement this specifications for their own compliance with requirements for the project upgrade kitchen equipment for Phalaborwa 524 SQN Signal. The Designer should follow this Health and Safety specification as contemplated on Construction Regulation 201 (6) and incorporate safety standards as indicated on Section 44 of the OSHA Act 1993. The following legal context were followed during preparation of the specifications and the Contractor should abide to these:

Occupational health and Safety Act, Act no 85 of 1993, and all its relevant regulations

General Administrative Regulations

General Safety regulations

Major hazard Installation Regulation

Regulations for hazardous Biological Agents

Explosive Regulations

Construction Regulations 2014

Asbestos Regulations

Environmental regulations for workplaces

Facilities Regulations

Hazardous Chemical Substances Regulations

Lead Regulations

Noise Induced Hearing Loss Regulations

Electrical Installation Regulation

The road traffic laws.

SANS Standards (Ladders, scaffolding, etc)

The works contract signed between Department of Public Works and the Principal Contractor:

Department of Public Works's health and safety specification

The Principal Contractor's site rules

The Principal Contractor's Health and Safety Policy

The Principal Contractor's safety plan

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3.2. Interpretation

The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

3.3. Notification of construction work

The Contractor shall notify the Provincial Director of Labour in writing at least 7 days before works commences, using a form similar to that contained in Annexure 2 of the Construction Regulations 2014 issued in terms of the Act and as contemplated on the CR4, before construction work commences and retain a copy of such notification in the health and safety file where such work:

- (a) include excavation work;
- (b) include working at a height where there is risk of falling;
- (c) include the demolition of a structure; or
- (d) include the use of explosives to perform construction work

The Contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

3.4. Copy of the Act and Company H&S Policy

The Contractor shall ensure that a copy of the Act; Company Policy and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

The Contractor shall prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of his organization and the arrangements for carrying out and reviewing that policy. (Construction companies must all have a SHE(Q) or Health and Safety policy as contemplated on OSH Act 7(1). An employer shall prominently display a copy of the policy, signed by the CEO, in the workplace where his employees normally report for service, Section 7(3).

3.5. Letter of Good Standing – COID Act CR 5(1)(j)

The Contractor shall before commencing with any works on the site provide the Employer's Health and Safety Representative with proof of good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).

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3.6. Mandatory Agreements

Section 37 of the OHS Act 1993 potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) except where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said act by the mandatary. The section 37 (2) agreement recognizes that a contractor/supplier is an employer in its own right with duties as prescribed in the OHS Act and mandates the contractor/supplier to ensure that all work will be performed or machinery and plant used by their employees is in accordance with the provisions of the Act.

OHS Act Section 37 & CR 2014 (7)(1)(f) in addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and sub-regulation (2)(b), include and make available the agreements between the parties and the type of work, being done.

This agreement constitutes the sole agreement between the parties and no variation, modification or waiver of any of the provisions of this agreement or consent to any departure therefrom shall in any manner be of any force or effect unless confirmed in writing and signed by the both parties and such variation, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

3.7. Emergency procedure

The Contractor shall submit for acceptance to the Employer's Health and Safety Agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- a) identifies the key personnel who are to be notified of any emergency;
- b) sets out details including contact particulars of available emergency services; and
- c) the actions or steps which are to be taken during an emergency.

The Contractor shall within 24 hours of an emergency taking place notify the Employer's Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

3.8. Principal Contractor

Principal contractors shall carry out the duties as contemplated in Section 8 and 9, the relevant regulations and duties as listed in CR 7. In terms of the Construction Regulations, when principal contractors appoint contractors, the principal contractor would then have the same accountability and responsibility in relation to the appointed contractors as the client/agent has in relation to the principal contractor.

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It must be noted that the principal contractor remains accountable and responsible for his/her appointed contractors. None of the additional safety requirements specified by the clients/agents reduce the principal contractor's accountability and responsibility for the health and safety of his/her employees and appointed contractor employees within his/her working area. All project work performed consideration of the health and safety of all personnel on site shall be taken into account at all times.

3.9. Contractors or Sub-contractors

In terms of the Construction Regulations, all the duties that the client has towards the principal contractor, the principal contractor, in turn, has towards all his/her appointed contractors. It must be noted that the principal contractor remains accountable and responsible for his/her appointed contractors.

However, appointed contractors still have the accountability and responsibility for the health and safety of their employees and any appointed contractor employees within their working area. Any areas of concern should be discussed urgently with the principal contractor.

The relationship between the principal contractor and the appointed contractor will be governed by the contractual arrangements into which they have entered. Each Contractor must be appointed in writing as a Contractor and these documents must be filed in your safety file as well as the contractor's safety file for auditing purposes.

Contractors shall carry out the duties as contemplated in Section 8 and 9, the relevant regulations and duties as listed in Regulation 7 of the Construction Regulations 2014.

3.10. Construction Supervisor

Construction supervisors shall be appointed in writing in a full-time capacity for the duration of the construction project, with the primary responsibility of supervising the construction work as contemplated on the CR 8(1). Where required, contractors deemed may appoint additional employees as assistant construction supervisors. Persons appointed must be competent and have extended knowledge of the type of work they are required to supervise.

Assistant construction supervisors have the same responsibilities as construction supervisors CR 8(1). This appointment does not relieve the construction supervisors of any of their accountabilities and/or responsibilities.

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3.11. Employees

Section 14 of the OHS Act has reference; contractor employees are responsible for their own health and safety, as well as the health and safety of their colleagues while at work. The Client / Employer / Contract management cannot be expected to be totally responsible if any of their employees do not cooperate with legislative and health and safety requirements. Employees will be held jointly responsible where situations dictate. In their own interest, contractor employees must be aware of the responsibilities of their contractor management. Basic Condition of Employment Act no 11 as amended in 2001 will apply in terms of working conditions.

3.12. Health and Safety File

The Contractor shall maintain on site a health and safety file as contemplated on CR (7)(2)(b) and (7)(1)(c). The construction regulations, regulation 5(7) requires principal contractors to keep a SHE file which will contain all documentation required in terms of Construction Regulations 2014. A Health and Safety file means a file or other record in permanent form, containing the information about the project and sites health and safety management system during construction and all information relating to the post-construction phase after handover to the client.

All contractors are required to keep a Health and Safety file on project site or worksite. Contractors may keep additional files at their head office as additional records. The Health and Safety file shall be maintained by all the contractors on their construction site and shall be available on request for audit and inspection purposes. The Health and Safety file should be approved by the approved by the Contractor's supervisor before taken in to Client.

The laminated sleeves of INDEX should used to separate the items on the Health and Safety file. The file should be correctly labeled thus, showing the project name; projects construction site; and others.

3.13. Risk Assessment

A contractor must, before the commencement of any construction work and during such construction work, have on-site or site specific risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site as contemplated on CR 2014 (9)(1), and must include:

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;

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(d) a monitoring plan; and (e) a review plan.

A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences,

A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

Note: A risk assessment is an important step in protecting workers as well as complying with the law. It helps to focus on the risks that really matter in a particular workplace – the ones with the potential to cause real harm. Workers and others have a right to be protected from harm caused by a failure to take reasonable control measures. The Contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment. Notwithstanding the provisions of the fall protection plan, the Contractor shall ensure that no person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder.

3.14. Health and safety plans

The Contractor shall prior to commencing the works to which this specification applies, submit to the Employer’s Health and Safety Agent for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. The health and safety plan must cover all aspects of the health and safety procedures to be applied, for the duration of the contract by all contractors (principal and appointed).

The health and safety plan shall as a minimum provide: the information contained in Table 1 in respect of each of the hazards associated with work falling within the scope of the contract (see Figure 1); and an outline of the manner in which the Contractor intends complying with the requirements of this specification.

What are the hazards relating to work tasks?	Who might be harmed and how?	What are the safe work procedures for the site?	What further action is necessary (monitoring and review)?	Action by whom	Action by when

Table 1. Example of the format of a health and safety plan

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The Contractor shall discuss the submitted health and safety plan with the Employer's Health and Safety Agent, modify such plan in the light of the discussions and resubmit the modified plan for approval

The Contractor shall apply the approved health and safety plan from the date of its commencement and for the duration of the works to which this specification applies.

The Contractor shall conduct periodic audits for compliance with the approved health and safety plan at intervals agreed upon with the Employer's Health and Safety Agent, but at least once every month.

The Contractor shall update the health and safety plan whenever changes to the works are brought about

3.15. Fall protection plan

The Contractor shall require a competent person to prepare a fall protection plan in compliance with the requirements of the 2014 Construction Regulations 10.

The Contractor shall ensure that the construction supervisor is in possession of the most recently updated version of the fall protection plan.

The fall protection plan as contemplated on CR 10 (1) must include: A risk assessment of all works carried out from a fall risk position; procedures and methods used to address all risks identified. The employee's medical fitness necessary to work at fall risk position and records thereof.

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3.16. Legal appointments

"competent person" means as defined on the CR 1 a person who -

(a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) is familiar with the Act and with the applicable regulations made under the Act.

Regulation/ Section	Appointment	Explanation	Responsible Person
OHS Act 16(2)	CEO	Without derogating from his responsibility or liability, a chief executive officer may assign any duty to any person under his control, which person shall act subject to the control and directions of the chief executive officer	Contractor
CR 2014 (8)(1)	Construction Manager	A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance	Contractor
CR 2014 (8)(7)	Construction Supervisors	A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site	Contractor
CR 2014 (8)(8)	Assistant Construction Supervisor	A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in sub-regulation (7), and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.	Contractor

CR 2014 (9)(1)	Risk Assessor	A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing	Contractor
CR 2014 (10)(1)	Fall Protection Planner	A contractor must-(a) designate a competent person to be responsible for the preparation of a fall protection plan	Contractor
CR 2014 16 (1)	Scaffolding Inspector	A contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that scaffold erectors, team leader and inspectors are competent to carry out their work.	Contractor
CR 2014 (29)(h)	Fire Equipment Inspector	A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that:(h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof	Contractor
OHS Act (17)(1)	Health and Safety Representatives	Every employer who has more than 20 employees in his employment at any workplace, shall designate in writing for a specific period, health and safety representatives for such workplace, or for different sections thereof.	Contractor
CR 2014 (8)(5)	Construction Health and Safety Officer	A constructor must, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.	Contractor
CR 2014 7 (2)(c)	Contractor (Sub)	Appointment of another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has necessary competencies and resources to perform the construction works safely	Contractor
GAR 9(2)	Incident Investigator	An employer or user shall cause every incident which must be recorded to be investigated by the employer, a person appointed by him or her, by a health and safety representative or a member of a health and safety committee.	Contractor
GSR 3(4)	First Aiders	Where more than 10 employees are employed at a workplace, the employer shall ensure that for every group of fifty employees, at least one	Contractor