



**EASTERN CAPE PROVINCE
DEPARTMENT OF EDUCATION
REQUEST FOR QUOTATION
FOR
EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS:
NONKQUBELA SENIOR SECONDARY SCHOOL**

3GB

EMIS NO: 200500939

DISTRICT: ALFRED NZO EAST

RFQ NO: ECDOE DISASTER-RFQ NO:2022/07/700

Consisting of:

Single Volume: The Request for Quotation (Returnable) - This document

BIDDER:

CRS NO:

Compiled for:

SUPPLY CHAIN MANAGEMENT
Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
ZWELITSHA
5608

Website: www.edu.ecprov.gov.za

Compiled by:

LIWANI CONSULTING
2nd Floor Donald Square Building
6&8 Donald Road
Vincent
EAST LONDON
5241

SEPTEMBER 2023

PNO: P0004438

REQUEST FOR QUOTATION

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REQUEST FOR QUOTATION

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Part 1: BID PROCEDURE

**T1.1: Request for Quotation Notice and Invitation to Bid
(SBD1)**



REQUEST FOR QUOTATION NOTICE

DEPARTMENT OF EDUCATION **EASTERN CAPE PROVINCE**

Bidders are hereby invited by DoE for the following contract, relating to the EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS.

EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL

ECDOE DISASTER-RFQ NO:2022/07/700
[CIDB Grade: 3GB Category or Higher]

Principal Agent

Liwani Consulting
2nd Floor Donald Square Building
6&8 Donald Road
Vincent
East London
5241

Mr C Makanda
043 001 1918

Project Leader (DoE)

Mr Q Msiwa
Tel: 040 608 4707

Request for Quotation documents will be available as from **12h00** on **15 September 2023** at the offices of the **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha** or **Website <https://eceducation.gov.za/>**.

Completed Request for Quotation documents in a sealed envelope endorsed with the project name, request for quotation number and description must be deposited in the Tender Box, **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00** on **22 September 2023** when request for quotations will not be opened in public. The performance of the Contractor will be evaluated on a monthly basis and the overall performance report will be issued at the end of the project.

Site Briefing Meeting - There will be not briefing session.

Bidders shall take note of the following Bid conditions –

- Single Volume to be submitted
- Priced BoQ to be submitted
- Bidders are required to have a CIDB contractor grading designation **3GB** or higher
- JV Agreements with installers and CIDB graded contractors would be acceptable.

- ❑ An approved surety will be required
- ❑ Penalties for late completion will be enforced
- ❑ Late request for quotations will not be accepted
- ❑ Letter of Good Standing from the Compensation Fund or FEMA to be submitted with request for quotation
- ❑ Failure to complete all supplementary information and the RETURNABLE SCHEDULES could result in the request for quotation being eliminated
- ❑ CIPRO/CIPC Certificate to be submitted with tender
- ❑ Adjudication criteria are as follows:
 - ❑ **80** Points for Price
 - ❑ **20** Points for Specific Goals

Bids with a threshold value up to R50 000 000,00 shall be evaluated on 80/20 principle. Preference points shall be allocated as per below table:

Preferential goals Historically Disadvantaged individuals	Allocation of Points
Women participation	5
Persons with disabilities	2
Promotion of Youth	5
Specific goals	
Enterprises located in the Eastern Cape Province	6
Promotion of Military Veterans	2

1. CLAIMING OF PREFERENCE POINTS

- 1.1. Preference points allocated Historically Disadvantaged individuals may be claimed by Persons who had no franchise in national elections prior to 1983 and 1993.
- 1.2. Preference points allocated for women may be claimed if there is sufficient evidence that such woman has ownership of 51% or more of the enterprise shareholding.
- 1.3. Preference points allocated for persons with disabilities may only be claimed if there is sufficient evidence that such person has ownership of 51% or more of the enterprise shareholding.
- 1.4. Preference points allocated for promotion of youth may only be claimed if there is sufficient evidence that such youth has ownership of 51% or more of the enterprise shareholding.

1.5. Preference points for Locality may be allocated for promotion of enterprises located within the Eastern Cape Province may be claimed by submission of proof that the enterprise is located within the borders of Eastern Cape Province. This includes an enterprise whose head office may be situated in another province but has a fully-fledged branch within Eastern Cape Province. Enterprises located outside the borders of the Eastern Cape Province and who only appoints agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

1.6. Preference points may be allocated to other RDP goals as follows:

- (a) Promotion of south African owned enterprises
- (b) Promotion of export-oriented production to create jobs
- (c) Creation of new jobs or intensification of labour absorption
- (d) Promotion of enterprises located in the rural areas
- (e) Promotion of enterprises located in specific municipal area for work to be done or service to be rendered in that municipal area.

- Tender validity period is 120 (one hundred and twenty) calendar days.
- Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender
- An original valid SARS Tax Clearance Certificate/Pin must be submitted with the tender, in order to be considered. Failure for submission of Tax Clearance Certificate will result in elimination of tender. In the case of a JV, each partner must present an original SARS Tax Clearance Certificate.
- Form T2.2r (Compulsory Enterprise Questionnaire) must be completed by all or the tender will be eliminated.
- In case of a joint venture a two compulsory enterprise questionnaire must be submitted.

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

The BEE may or may not interview the bidder should it deem it necessary.

Procurement Contact Official

Mr P Nxozana

Tel:

Pakamile.Nxozana@ecdoe.gov.za

Infrastructure Contact Official

Mr Q Msiwa

Tel: 040 608 4707

Qiqile.Msiwa@ecdoe.gov.za

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
RFQ NO.:	ECDOEDISASTER-RFQ NO:2022/07/700	CLOSING DATE:	15 September 2023	CLOSING TIME:	11h00
DESCRIPTION	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS - NONKQUBELA SENIOR SECONDARY SCHOOL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RECEPTION AREA OF THE DEPARTMENT OF EDUCATION,					
STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6,					
ZWELITSHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr P Nxozana		CONTACT PERSON	Mr C Makanda	
TELEPHONE NUMBER			TELEPHONE NUMBER	043 001 4161	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Pakamile.Nxozana@ecdoe.gov.za		E-MAIL ADDRESS	conelious@liwaniconsulting.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.2 Request for Quotation Data

T1.2: REQUEST FOR QUOTATION DATA

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS NONKQUBELA SENIOR SECONDARY SCHOOL		
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700		
Advertising date:	15 September 2023	Closing date:	22 September 2023
Closing time:	11h00	Validity period	120 Days

Clause number																															
	<p>The conditions of Request for Quotation applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423.</p> <p>The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.</p>																														
C.1.2	The employer is the Eastern Cape Province Department of Education																														
C.1.3.1	<p>The Request for Quotation documents issued by the employer comprise:</p> <p>THE REQUEST FOR QUOTATION (SINGLE VOLUME) Part 1: Bidding Procedure T1.1 Request for Quotation Notice and Invitation to Bid (SBD1) T1.2 Request for Quotation Data</p> <p>Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.2 Contract Data C1.3 Form of Guarantee</p> <p>Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SBD4</td> <td style="width: 65%;">Declaration of interest</td> <td style="width: 20%;">Mandatory Requirement</td> </tr> <tr> <td>SBD6.1</td> <td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td> <td>Mandatory Requirement</td> </tr> <tr> <td>SBD6.2</td> <td>Local production and content</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.1</td> <td>Certificate of authority for signatory</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.2</td> <td>Certificate of authority for joint ventures</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.5</td> <td>Record of addenda to Request for Quotation documents</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.6</td> <td>Capacity of Bidder</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.7</td> <td>Relevant project experience - completed projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.8</td> <td>Relevant project experience - current projects</td> <td>Additional documents</td> </tr> <tr> <td>T2.2.9</td> <td>Schedule of plant & equipment</td> <td>Additional documents</td> </tr> </table>	SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Mandatory Requirement	SBD6.2	Local production and content	Mandatory Requirement	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures	Mandatory Requirement	T2.2.5	Record of addenda to Request for Quotation documents	Additional documents	T2.2.6	Capacity of Bidder	Additional documents	T2.2.7	Relevant project experience - completed projects	Additional documents	T2.2.8	Relevant project experience - current projects	Additional documents	T2.2.9	Schedule of plant & equipment	Additional documents
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	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement
	T2.2.11	CIDB grading certificate	Mandatory Requirement
	T2.2.12	Other certificates (certified copies to be inserted by Bidder), etc	Mandatory Requirement
		<ul style="list-style-type: none"> • Certified copy of CIPC company registration certificate • Certified copies of ID's of shareholders, members, partners or sole owner • Letter of Good Standing from Bank where Bidder's primary transaction account is • Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 • CSD Registration Summary Report dated not more than thirty (30) days prior to the Request for Quotation closing date. • Original valid SARS tax clearance certificate and pin 	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
		<ul style="list-style-type: none"> • Priced BoQ 	Mandatory Requirement
	<p>THE CONTRACT</p> <p>Part 4: Scope of Work</p> <p>C3.1 Scope of work</p> <p>C3.2 Health and Safety Specification</p> <p>C3.4 Contractors Reports</p> <p>Part 5: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Preliminaries / Bill of Quantities / Final Summary</p> <p>Part 6: Site information</p> <p>C4 Site information</p> <p>C5 Drawings</p>		
C.1.4	The employer's agent is:		
	Name:	C Makanda (Liwani Consulting)	
	Capacity:	Principal Agent	
	Address:	2 nd Floor Donald Square Building, Donald Road, Vincent, East London	
	Tel:	(043) 001 1918	
	Fax:		
	E-mail:	conelious@liwaniconsulting.co.za	
C.2.1	<p>Only those Bidders who satisfy the following eligibility criteria should submit Request for Quotations:</p> <ol style="list-style-type: none"> 1. Submit an offer only if the Bidder satisfies the criteria stated in the Request for Quotation data and the Bidder, or any of his principals, is not under any restriction to do business with the employer. 2. The Bidder is registered with the CIDB, in a 3GB or higher class of construction work. 3. The Bidder is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) 4. The Bidder accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. 		

C.2.13.5	Request for Quotation offers shall be submitted as originals only.
C.2.13.6	A two-envelope system is not required.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.
C.2.15	The closing time for submission of Request for Quotation offers is as per the Request for Quotation Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.16	The Request for Quotation offer validity period is as per the Request for Quotation Notice (T1.1) and the Invitation to Bid (SBD 1).
C.2.17	Provide clarification of the Request for Quotation offer in response to do so from the employer during the evaluation of Request for Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the Request for Quotation offer is sought, offered, or permitted.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Quotation.
C.3.4	The time and location for opening of the Request for Quotation offers are as per the Request for Quotation Notice (T1.1).
C.3.11	<p>Financial Offer and Preference will be evaluated as follows:</p> <p>The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution.</p> <p>The score for price is calculated using the following formula:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of bid under consideration;</p> <p>Pt = Price of bid under consideration and</p> <p>Pmin = Price of lowest acceptable bid.</p> <p>The following table will be used to calculate the score out of 20 (twenty) for preference based on the Bidder's B-BBEE status level of contribution:</p> <p>Level 1 - 20 points Level 2 - 18 points Level 3 - 14 points Level 4 - 12 points Level 5 - 8 points Level 6 - 6 points Level 7 - 4 points Level 8 - 2 point Non-compliant contributor - 0 points</p> <p>Preference points will only be awarded to those Bidders that have submitted a valid certified copy of the bidding entity's B-BBEE verification certificate verified by a SANAS approved rating agency or a sworn affidavit.</p>

	<p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE verification certificate or a sworn affidavit.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard or affidavit as if they were a group structure and that such a consolidated B-BBEE scorecard or affidavit is prepared for every separate Request for Quotation.</p>
C.3.13	<p>Request for Quotation offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The Bidder has not: <ol style="list-style-type: none"> a. Abused the Employer's Supply Chain Management System; or b. Failed to perform on any previous contract and has been given a written notice to this effect; 3. The Bidder has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Request for Quotation process; 4. The Bidder has registered on the Centralized Supplier Database (CSD) prior to submitting Request for Quotations (open Request for Quotations). Any prospective Bidder found to have tax matters not in order with SARS during the evaluation process will be eliminated and not be considered further; 5. The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; <p>The Bidder is in good standing with the Compensation Fund.</p>
C.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Bidder.</p>

Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

OFFER

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

**EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS:
NONKQUBELA SENIOR SECONDARY SCHOOL**

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

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

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

.....
Rand (in words);

R(in figures)

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 Bidder before the end of the period of validity stated in the Request for Quotation data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)

Name(s)

Capacity

for the Bidder

.....
 (Name and address of organization)

Name and signature of witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder 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 Agreements 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 Request for Quotation data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within 2 (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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer

.....
(Name and address of organization)

Name and signature of witness Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the Request for Quotation documents issued by the employer before the Request for Quotation closing date is limited to those permitted in terms of the conditions of Request for Quotation.*
- 2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Request for Quotation documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the Request for Quotation documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

1. Subject _____

Details _____

2. Subject _____

Details _____

3. Subject _____

Details _____

4. Subject _____

Details _____

By the duly authorised representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Request for Quotation data and addenda thereto as listed in the Request for Quotation schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Request for Quotation/ quotation documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.1a Final Summary of Bills of Quantities

Bill No.	<u>SUMMARY</u>	Page	NONKQUBELA SSS COMPLETION BOQ Amount
1	PRELIMINARIES	18	
2	ALTERATIONS	25	
3	MASONRY	26	
4	ROOF COVERINGS	27	
5	CARPENTRY AND JOINERY	32	
6	CEILINGS PARTITIONS AND ACCESS FLOORING	35	
7	FLOOR COVERINGS	36	
8	IRONMONGERY	39	
9	PLASTERING	43	
10	PLUMBING AND DRAINAGE	48	
11	GLAZING	49	
12	PAINTWORK	52	
13	SCHOOL FURNITURE	56	
14	PROVISIONAL SUMS	59	
	ADD: CONTINGENCIES		
	Allow the Amount of R 170 000.00 (One Hundred and Seventy Thousand Rand) for contingencies, to be used on discretion of the Employer in terms of Clause 17 of the Principal Building Agreement.		170 000 00
	Carried to Next		
			R

NONKQUBELA SSS
COMPLETION BOQ

	Amount
Brought from Previous	
SubTotal excluding Value Added Tax	
ADD VAT @ 15%:	
Carried to Tender	

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Bidders shall submit tender offers in response to the proposed contract in the first round of submissions.

Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Bidders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Bidders shall not apply.

C.1.6.2.2 All responsive Bidders or at least a minimum of not less than three responsive Bidders that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Bidders shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Bidders have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these

conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive Bidders to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all Bidders who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Bidders who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Bidders' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals status level. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other Bidders presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value

	outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Bidders for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Bidders or might prejudice fair competition between Bidders.

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C1.2 Contract Data

C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

	<p>The Conditions of Contract are clauses 1 to 42 of the JBCC series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all the variables referred to in this document and 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 Bidder documents. Both part 1 and part 2 form part of this agreement.</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets.</p>
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42.0	PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer: Eastern Cape Province Department of Education</p> <p>Postal address: Private Bag X0032 BHISHO 5605</p> <p>Tel: 040 608 4335 Fax: 040 – 602 7272</p> <p>Physical address: Steve Tshwete Building Zone 6 Zwelitsha</p>
[1.2]	

<p>[31.11.2 #] [31.12.2#]</p> <p>[11.2.#]</p> <p>[31.4.2 #]</p> <p>[40.2.2.#]</p> <p>[26.1.2 #]</p>	<p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest 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), will apply</p> <p>2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods on site: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Under no circumstance will deposits due by the contractor to any supplier or subcontractor for materials or equipment be paid prior to the delivery to site thereof, after which it will be regarded as materials and goods on site.</p> <p>4) Dispute resolution by adjudication: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>5) Extended defects liability period is applicable to the following elements:</p> <ul style="list-style-type: none"> - all civil works such as roads, parking areas, stormwater & soil drainage - all work done under electrical subcontracts - all work done under mechanical subcontracts
<p>42.2.6 [15.3]</p>	<p>Period for the commencement of the works after the contractor takes possession of the site: Five (5) working days.</p>
<p>42.2.7 [24.3.1] [30.1]</p>	<p>For the works as a whole: The date for practical completion shall be THREE (3) Months (including statutory holidays, but excluding the annual builders' shutdown period) from the date that possession of the site is given to the contractor and the penalty per calendar day shall be 11.0c per R100 of the contract value.</p>
<p>42.2.9 [1.2]</p>	<p>The law applicable to this agreement shall be that of the: Republic of South Africa</p>
<p>42.3</p>	<p>INSURANCES</p>
<p>42.3.1 [10.1 #, 10.2 #, 12.1 #]</p>	<p>Contract works insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20%</p> <p>With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.2 [10.1#, 10.2 #, 12.1 #]</p>	<p>Supplementary insurance is required: Yes</p> <p>To the minimum value of the contract sum plus 20 %</p>
<p>42.3.3 [11.1#, 12.1 #]</p>	<p>Public liability insurance to be effected by the contractor</p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p>With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.4 [11.2 #, 12.1 #]</p>	<p>Support insurance to be effected by the contractor:</p> <p>Not Applicable</p>
<p>42.4</p>	<p>DOCUMENTS</p>

42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: Standard System of Measuring Building Work (seventh edition as amended)
42.4.4 [15.1.1]	The priced bills of quantities shall be submitted with the Request for Quotation submission : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: No

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

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the **employer**, the interest 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), will apply

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

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

1.6.4 No clause

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

3.7 Add at the end thereof:

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

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

4.3 No clause

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

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of

or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

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

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any

moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

- 10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so
- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole
- 14.0 Replace the entire clause 14.0 with the following:
- 14.0 **SECURITY**
- 14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT)
- 14.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such **security** shall be provided to the **employer** within fourteen (14) calendar days from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) calendar days from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.3.2 Within fourteen (14) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**
- 14.3.3 Within fourteen (14) calendar days of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one percent (1%) of the contract value (excluding VAT) and refund the balance to the **contractor**
- 14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in

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

- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected: **NOT APPLICABLE**
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten percent (10%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction guarantee** form included in the invitation to Bidder
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five percent (5%) of the **contract sum** (excluding VAT) and a five percent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last **certificate of practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) calendar days of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five percent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five percent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**
- 14.6.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten percent (10%) of the value certified

in the **payment certificate** (excluding VAT) has been selected:

- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten percent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.4 Add 15.1.4 as follows:
- An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of **commencement date**.
- The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.
- 15.2.1 Under 41: Amend to read as follows:
- "Give the **contractor** possession of the site within five (5) working days of the **contractor** complying with the terms of 15.1.2 and 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 and 31.8
- 31.1.4 Add 15.1.4 as follows:
- 31.6 The value of materials and goods in terms of 31.4.2 shall be included in the value certified only where, to the satisfaction of the principal agent, the materials and goods are:
- 31.6.5 Add 31.6.5 as follows:
- Covered by an advance payment guarantee or such other security as may be accepted by the employer where stored off the site. Standard JBCC Guarantee wording would be applicable.
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(A).1	Ninety-five percent (95%) of such value in interim payment certificates issued up to the date of practical completion
31.8.(A).2	Ninety-seven percent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(A).3	Ninety-nine percent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(A).4	One hundred percent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety percent (90%) of such value in interim payment certificates issued up to the date of practical completion
31.8(B).2	Ninety-seven percent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion
31.8(B).3	Ninety-nine percent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
31.8(B).4	One hundred percent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer . In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate
31.9	Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”. Should the Contractor’s tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon that date, the thirty (30) day period for due date of payment of the invoice shall commence.
31.12	Delete the following: “Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: “...due to no fault of the contractor ”
32.12	Replace “ contractor ” with “ employer ”
33.2	Add the following clauses 33.2.9 to 33.2.13:
33.2.9	the contractor’s failure or neglect to commence with the works on the dates prescribed in the contract
33.2.10	the contractor’s failure or neglect to proceed with the works in terms of the contract
33.2.11	the contractor’s failure or neglect for any reason to complete the works in accordance with the contract

	<p>33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract</p> <p>33.2.13 the contractor's estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "thirty (30) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due" as per PPPFA</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this 37.5 this agreement either by the employer or the contractor; or for any reason whatsoever and whatsoever, the contractor shall on written instruction, discontinue with the works on a 38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)" and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR
42.0.1	The successful contractor must have a built environment professional on his staff or he must employ one for the duration of the contract.
42.0.2	All bids shall remain valid for a period of one hundred and twenty (120) calendar days after the Request for Quotation closing date.
42.0.3	The successful bidder will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award.
42.0.4	The successful bidder will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award.
42.0.5	The successful Bidder will be required to submit a construction program and contractor's cash flow within twenty one (21) calendar days upon receipt of the letter of award.
42.0.6	At least thirty percent (30%) of the total labour force employed during the execution of the works , shall be from the local community.
42.0.7	Labour rates to be inline with National Minimum Wage Act.

	POST-BID INFORMATION
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
42.5.2	<p>The accepted contract sum inclusive of tax is</p> <p>R.....</p> <p>Amount in words:</p> <p>.....</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim payment certificate:</p> <p>.....</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: Alternative A <input checked="" type="checkbox"/> Alternative B <input type="checkbox"/></p>
42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p>

(1) cash deposit of 10% of the contract sum (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) payment reduction of 10% of the value certified in the payment certificate (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(3) 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 <input type="checkbox"/> No <input type="checkbox"/>
(4) 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 <input type="checkbox"/> No <input type="checkbox"/>

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

42.5.8 [29.7.2] The annual building holiday period after the commencement of the construction period: from to

42.6 DOCUMENTS

42.6.1 Contract documents marked and annexed hereto:

Priced bills of quantities:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Lump sum document:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Guarantees:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Contract drawings:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as
Other documents	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)

.....

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.....

42.8 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed at _____ on _____

Name of signatory

for and behalf of the **Employer** who
by signature hereof warrants

authorization hereto

Capacity of signatory

as Witness

Thus done and signed at _____ on _____

Name of signatory

for and behalf of the **Contractor** who
by signature hereof warrants authorization
hereto

Capacity of signatory

as Witness

C1.3 Form of Guarantee

C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-21/22-004

1. With reference to the contract between _____
_____ (hereinafter referred to as the
“**contractor**”) and the **Eastern Cape Department of Education** (hereinafter referred to as the “**employer**”).
Request for Quotation No: **ECDOE DISASTER-RFQ NO:2022/07/700** for the **EMERGENCY REPAIRS TO
STORM DAMAGE
SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL** (hereinafter referred to as the “**contract**”)
in the amount of R _____, (_____
_____) (amount in words),
(hereinafter referred to as the **contract sum** excluding VAT.)
I/We, _____
in my/our capacity as _____ and hereby
representing _____ (hereinafter
referred to as the **guarantor**”) advise that the **guarantor** hold at the **employer’s** disposal the sum of
R _____ (_____)
(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti;
excussionis et divisionis; and all other exceptions 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, during the period when the claim is received by the
guarantor, on receipt of a written demand from the **employer** to do so, and which demand the **employer**
may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the
procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior
to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition
that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor**
showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which
the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any
conduct alleged to be prejudicial to the **guarantor**. Without derogating from the a 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. This undertaking 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 practical completion**; and
c) shall not be interpreted as extending the **guarantor’s** liability to anything more than payment of the
amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

AS WITNESS

1. _____

2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized 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 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1: LIST OF RETURNABLE DOCUMENTS

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL		
Principal Agent:	Eastern Cape Province Department of Education	Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

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

Bid Document Name	Number of pages issued	Returnable Document
Declaration of Interest (SBD4)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Local Production and Content (SBD 6.2)	7 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Signatory (T2.2.1)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Joint Ventures (T2.2.2)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Completed Project Reference Forms (T2.2.13)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR QUOTATION EVALUATION PURPOSES

Bid Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Capacity of the Bidder (T2.2.6)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIDB Grading Certificate (T2.2.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CIPC Company Registration Certificate (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
ID's of shareholders, members, partners or sole proprietor (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Bank (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
CSD Registration Summary Report (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SARS Tax Clearance Certificate and Pin (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Locality of Head Office (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Bid Document Name	Number of pages issued	Returnable Document
Record of Addenda to Request for Quotation Documents (T2.2.5)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2.9)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Bid Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	14 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicable form of Guarantee (C1.3)	4 Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Priced Bills of Quantities including Preliminaries (C2.2)	90 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2 Returnable schedules

SBD 4 : BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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:

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

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to 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

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.

SBD 6.1 : Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM

In order to claim preference points, Bidders are to note the following:

- The SBD 6.1 form must be completed and duly signed.
- EME's with an annual total revenue of R3 million or less, are required to submit a sworn affidavit (Construction Charter) confirming their level of black ownership, etc to claim points.

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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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 (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a 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:

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

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:

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

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 below 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 1: 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)
Woman Ownership	2	5		
Ownership with Disabilities	1	2		
Youth Ownership	3	5		
Enterprises located in the Eastern Cape Province	3	6		
Ownership by Military Veterans	1	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:	..... ..... ..... .....

SBD 6.2: Local Production and Content

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and Specific Goals
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Reinforcement	100%
Roof coverings	100%
Steel windows, doors and frames	100%
Sundry metalwork and structural steelwork	100%
Gutters and down pipes	100%

uPVC and HDPE pipes	100%
Electrical cables	100%
Fencing	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF RFQ NO. SANI 21/22-055

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annexure C

Local Content Declaration – Summary Schedule

(C1)	Tender No.						
(C2)	Tender Description:						
(C3)	Designated product(s)						
(C4)	Tender Authority:						
(C5)	Tender Entity Name:						
(C6)	Tender Exchange Rate:	Pula:		EU:		GBP:	
(C7)	Specified local content %						

Note: VAT to be excluded from all calculations

Calculation of Local Content							
Tender item no's	List of items	Tender price – each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender Summary			
Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

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

Signature of Bidder from Annex B

Date: _____

Annexure D

Imported Content Declaration – Supporting Schedule to Annex C

(D1)	Tender No.						
(D2)	Tender Description:						
(D3)	Designated product(s)						
(D4)	Tender Authority:						
(D5)	Tender Entity Name:						
(D6)	Tender Exchange Rate:	Pula:		EU:		GBP:	

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content

Tender Item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary

Tender QTY	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C21

B. Imported directly by Tenderer

Calculation of imported content

Tender Item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary

Tender QTY	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer

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

Calculation of imported content

Description of imported content	Unit of Measure	Local Supplier	Overseas supplier	Foreign currency value as per commercial invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl. VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D42)	(D42)

Summary

Tender QTY	Total imported value
(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency

Type of payment	Local Supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of Payments

Local value of payments
(D51)

Signature of tenderer from Annex B

(D52) Total of foreign currency payments by tenderer/or 3rd party

Date: _____

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

This total must correspond with Annex C – C23

Annexure E

Local Content Declaration – Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender Description:	
(E3)	Designated product(s)	
(E4)	Tender Authority:	
(E5)	Tender Entity Name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local Suppliers	Value
	<i>(E6)</i>	<i>(E7)</i>	<i>(E8)</i>
<i>(E9)</i> Total local products (Goods, Service and Works)			

(E10)	Manpower costs	(Tenderer’s manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
<i>(E13)</i> Total local content			

This total must correspond with annex C – C24

Signature of tenderer from Annex B

Date: _____

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

NOTE: This returnable document must be on a company letterhead

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company's letterhead.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the bidder for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for Quotation in Joint Venture and hereby authorise Mr/Ms _____, of the company _____, acting in the capacity of lead partner, to sign all documents in connection with the Request for Quotation and any contract resulting from it on our behalf.

Name of Firm	Address	Duly Authorised Signatory
Lead Partner _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____

T2.2.4 Site Inspection Certificate

T2.2.4: SITE INSPECTION CERTIFICATE

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Tender No:	ECDOE DISASTER-21/22-004

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection:

Time of Inspection:

Name of Tenderer

Signature of Tender

Signature of Representative/Agent

Date

T2.2.5 Record of Addenda to Request for Quotation Documents

T2.2.5: RECORD OF ADDENDA TO BID DOCUMENTS

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

We confirm that the following communications received from the Employer before the submission of this Request for Quotation offer, amending the Request for Quotation documents, have been taken into account in this Request for Quotation offer:

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Bidder

T2.2.6 Capacity of Bidder

T2.2.6: CAPACITY OF THE BIDDER

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Bidder. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	.....	Date:	.....
Name:	.....	Position:	.....

Bidder:

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

Bidders must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

Bidders must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	CONTACT DETAILS OF REFERENCES	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Bid is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our Bid is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Bidder

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL		
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.			
Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for Quotation requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
<ul style="list-style-type: none"> i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for Quotation offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 			
Signed		Date	
Name		Position	
<i>Enterprise name</i>			

T2.2.11 CIDB Grading Certificate / Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

Bidders are required to submit with their Request for Quotation:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY BIDDER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN RESPECT OF EACH PARTNER MUST BE SUBMITTED**

T2.2.12 Other certificates, etc.

T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY BIDDER

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

Bidders are required to submit with their Request for Quotation:

- Certified copy of CIPC company registration certificate
- Certified copies of ID's of shareholders, members, partners or sole proprietor
- Letter of Good Standing from Bank where Bidder's primary transaction account is
- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- CSD Registration Summary Report dated not more than thirty (30) calendar days prior to the Request for Quotation closing date
- Original valid SARS tax clearance certificate and pin
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER

Insert certified copy of CIPC certificate

Insert certified copies of ID's

Insert Letter of Good Standing from Bank

**Insert Letter of Good Standing from Compensation
Fund**

Insert CSD Registration Summary Report

**Insert Original Valid SARS Tax Clearance Certificate
and Pin**

**Insert Certified Copy of
Municipal Account or Lease Agreement**

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

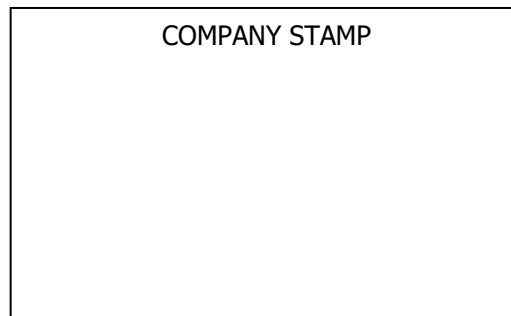
D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-21/22-004

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

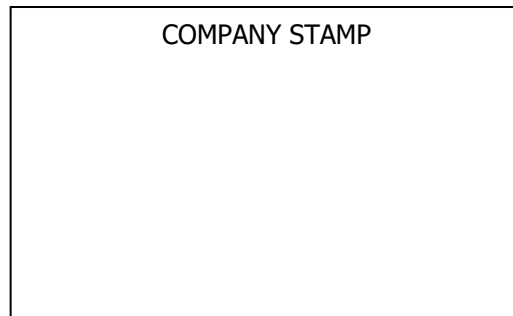
D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
Request for Quotation No:	ECDOE DISASTER-RFQ NO:2022/07/700

NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Bidder.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Bidder):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2023

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Bidder

Signature of Bidder

Date

THE CONTRACT

Part 4: Scope of Work

C3.1 Scope of work

C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
RFQ No:	ECDOE DISASTER-RFQ NO:2022/07/700

C3. Scope of Works

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises of:

- Construction of new ablutions (6 cubicles) in the sanitation relief programme

b) ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the programme and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The bidder is to take specific notice of this, most especially to the penalty clause.

c) BUILDING OCCUPIED

Yes

d) ACCESS – Gravel Road

C3.2 Health and Safety Specification

C3.4 Contractors Reports

CONTRACTOR MONTHLY REPORT

PART 1

Project No: Project Name:

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

The Contractors monthly report comprises an integral part of the Contractors payment claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

Part 2 : Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3 : Weekly Task Wage Register

Part 4 : Local Labour Schedule

Part 5 : Beneficiary List (certified copy of ID's)

Additional Requirements:

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
 - a. 55% women
 - b. 55% young people
 - c. the minimum wage rate to be paid is in accordance with the National Minimum Wage Act, 1 March 2023 of the latest Published Act.

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: Date of Report:
 Project No: Project Name:
 Claim No: For Period Ending:
 Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2		
1. Total No. of individual local workers who have worked on the Project (Column N)		100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)		
11. How many of the Total No. are local women (Column A + B)		

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date

Part 5: Pricing Data

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
RFQ No:	ECDOE DISASTER-RFQ NO:2022/07/700

1. BILLS OF QUANTITIES

The **bills of quantities** 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 Bid, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

2. VALUE ADDED TAX

The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

3. PREVIOUS WORK

The bidder is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.

C2.2 Preliminaries / Bill of Quantities / Final Summary

Amount

BILL NO. 1
PRELIMINARIES

PRELIMINARIES

(CPAP WORK GROUP NO. 190 UNLESS OTHERWISE STATED)

The JBCC Series 2000 Principal Building Agreement (March 2005 edition) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described

Contractors are referred to the above mentioned documents for the full intent and meaning of each clause thereof

These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above mentioned documents

Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable"

The Model Preambles for Trades (2008 Edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles will be entertained

Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles

The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles

PREAMBLES FOR TRADES

PRICING OF PRELIMINARIES

Pricing of Preliminaries:

Should the contractor select Option A in terms of clause 10.3 for the purpose of adjustment of these preliminaries, the amount entered in the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)

SECTION A - PRINCIPAL BUILDING AGREEMENT

Definitions:

1 Clause 1.0 - Definitions and interpretation

Item

Carried to Collection

R

		Amount
<u>Objective and preparation:</u>		
2	Clause 2.0 - Offer, acceptance and performance	Item
3	Clause 2.0 - Offer, acceptance and performance	Item
4	Clause 2.0 - Offer, acceptance and performance	Item
5	Clause 3.0 - Documents	Item
6	Clause 4.0 - Design responsibility	Item
7	Clause 5.0 - Employer's agents	Item
8	Clause 6.0 - Site representative	Item
9	Clause 7.0 - Compliance with regulations	Item
10	Clause 8.0 - Works risk	Item
11	Clause 9.0 - Indemnities	Item
12	Clause 10.0 - Works insurances	Item
13	Clause 11.0 - Liability insurances	Item
14	Clause 12.0 - Effecting insurances	Item
15	Clause 13.0 - No clause	Item
16	Clause 14.0 - Security	Item
<u>Execution:</u>		
17	Clause 15.0 - Preparation for and execution of the works	Item
18	Clause 15.0 - Preparation for and execution of the works	Item
19	Clause 15.0 - Preparation for and execution of the works	Item
20	Clause 16.0 - Access to the works	Item
21	Clause 17.0 - Contract instructions	Item
22	Clause 18.0 - Setting out of the works	
	The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc exist in order that the necessary arrangements may be made for the rectification of any such encroachments	Item
23	Clause 19.0 - Assignment	Item
24	Clause 20.0 - Nominated subcontractors	Item
25	Clause 21.0 - Selected subcontractors	Item
Carried to Collection		R

		Amount
26	Clause 22.0 - Employer's direct contractors	Item
27	Clause 23.0 - Contractor's domestic subcontractors	Item
	<u>Completion:</u>	
28	Clause 24.0 - Practical completion	Item
29	Clause 25.0 - Works completion	Item
30	Clause 26.0 - Final completion	Item
31	Clause 27.0 - Latent defects liability period	Item
32	Clause 28.0 - Sectional completion	Item
33	Clause 29.0 - Revision of the date for practical completion	
	The removal and replacement of materials and/or workmanship which do not conform to specification or drawings shall not constitute grounds for an extension of the construction period nor for an adjustment to the contract value (clause 29.3)	Item
34	Clause 30.0 - Penalty for noncompletion	Item
	<u>Payment:</u>	
35	Clause 31.0 - Interim payment to the contractor	
	Materials and goods stored off site shall not be included in the amount authorised for payment	Item
36	Clause 31.0 - Interim payment to the contractor	
	Materials and goods stored off site shall not be included in the amount authorised for payment	Item
37	Clause 31.0 - Interim payment to the contractor	
	Materials and goods stored off site shall not be included in the amount authorised for payment	Item
38	Clause 32.0 - Adjustment to the contract value	
	Clause 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor " All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor.	
	Carried to Collection	R

		Amount
	Where prices are submitted by the contractor or nominated/selected subcontractors during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the contract and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the final certificate, it will be in writing.	Item
39	Clause 33.0 - Recovery of expense and loss	Item
40	Clause 34.0 - Final account and final payment	Item
41	Clause 35.0 - Payment to other parties	Item
	<u>Cancellation:</u>	
42	Clause 36.0 - Cancellation by employer - contractor's default	Item
43	Clause 36.0 - Cancellation by employer - contractor's default	Item
44	Clause 36.0 - Cancellation by employer - contractor's default	Item
45	Clause 37.0 - Cancellation by employer - loss and damage	Item
46	Clause 38.0 - Cancellation by contractor - employer's default	Item
47	Clause 39.0 - Cancellation - cessation of the works	Item
	<u>Dispute:</u>	
48	Clause 40.0 - Dispute settlement	Item
49	Clause 40.0 - Dispute settlement	Item
	<u>Substitute provisions:</u>	
50	Clause 41.0 - State clauses	Item
51	Clause 41.0 - State clauses	Item
	<u>Contract variables:</u>	
52	Clause 42.0 - Pre-tender information Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract	Item
53	Clause 42.0 - Pre-tender information Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract	Item
54	Clause 42.0 - Post-tender information The required post-tender information shall be inserted in the agreement after consultation with the contractor	Item
	Carried to Collection	R

		Amount
<u>SECTION B - PRELIMINARIES</u>		
<u>Definitions and interpretation:</u>		
<u>Documents:</u>		
55	Clause 2.1 - Checking of documents	Item
56	Clause 2.1 - Checking of documents	Item
57	Clause 2.2 - Provisional bills of quantities	Item
58	Clause 2.3 - Availability of construction documentation	Item
59	Clause 2.4 - Interests of agents	Item
60	Clause 2.5 - Priced documents	Item
61	Clause 2.6 - Tender submission	
	Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)"	Item
<u>The site:</u>		
62	Clause 3.1 - Defined works area	
	The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the Principal Agent on handing over of the site	Item
63	Clause 3.2 - Geotechnical investigation	
	A copy of the geotechnical investigation report is annexed to these bills of quantities	Item
64	Clause 3.3 - Inspection of the site	
	Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission	Item
65	Clause 3.4 - Existing premises occupied	Item
66	Clause 3.5 - Previous work - dimensional accuracy	Item
67	Clause 3.6 - Previous work - defects	Item
68	Clause 3.7 - Services - known	Item
69	Clause 3.8 - Services - unknown	Item
70	Clause 3.9 - Protection of trees	Item
71	Clause 3.10 - Articles of value	Item
72	Clause 3.11 - Inspection of adjoining properties	Item
Carried to Collection		R

		Amount
<u>Management of contract:</u>		
73	Clause 4.1 - Management of the works	Item
74	Clause 4.2 - Programme for the works	Item
75	Clause 4.3 - Progress meetings	Item
76	Clause 4.4 - Technical meetings	Item
77	Clause 4.5 - Labour and plant records	Item
<u>Samples, shop drawings and manufacturer's instructions:</u>		
78	Clause 5.1 - Samples of materials	Item
79	Clause 5.1 - Samples of materials	Item
80	Clause 5.2 - Workmanship samples	Item
81	Clause 5.3 - Shop drawings	Item
82	Clause 5.4 - Compliance with manufacturers' instructions	Item
<u>Temporary works and plant:</u>		
83	Clause 6.1 - Deposits and fees	Item
84	Clause 6.1 - Deposits and fees	Item
85	Clause 6.2 - Enclosure of the works	Item
86	Clause 6.3 - Advertising	Item
87	Clause 6.4 - Plant, equipment, sheds and offices	Item
88	Clause 6.5 - Main noticeboard	Item
89	Clause 6.6 - Subcontractors' noticeboard	Item
<u>Temporary services:</u>		
90	Clause 7.1 - Location	Item
91	Clause 7.1 - Location	Item
92	Clause 7.2 - Water	Item
93	Clause 7.3 - Electricity	Item
94	Clause 7.4 - Telecommunication facilities	Item
95	Clause 7.5 - Ablution facilities	Item
<u>Prime cost amounts:</u>		
96	Clause 8.1 - Responsibility for prime cost amounts	Item
Carried to Collection		R

Amount

		Amount
<u>Definitions and interpretation:</u>		
<u>Attendance on nominated/selected subcontractors:</u>		
97	Clause 9.1 - General attendance	Item
98	Clause 9.2 - Special attendance	Item
99	Clause 9.3 - Commissioning - fuel, water and electricity	Item
<u>Financial aspects:</u>		
100	Clause 10.1 - Statutory taxes, duties and levies	
	Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT)	Item
101	Clause 10.2 - Payment of preliminaries	Item
102	Clause 10.3 - Adjustment of preliminaries	Item
103	Clause 10.4 - Payment certificate cash flow	Item
<u>General:</u>		
104	Clause 11.1 - Protection of the works	Item
105	Clause 11.2 - Protection/isolation of existing/sectionally occupied works	Item
106	Clause 11.3 - Security of the works	Item
107	Clause 11.4 - Notice before covering work	Item
108	Clause 11.5 - Disturbance	Item
109	Clause 11.6 - Environmental disturbance	Item
110	Clause 11.7 - Works cleaning and clearing	Item
111	Clause 11.8 - Vermin	Item
112	Clause 11.9 - Overhand work	Item
113	Clause 11.10 - Instruction manuals and guarantees	Item
114	Clause 11.11 - As built information	Item
115	Clause 11.12 - Tenant installations	Item
<u>Schedule of variables:</u>		
116	12.1 - Pre-tender information	
	Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either specific requirements are not required or that the clause is not relevant to this specific contract	Item
	Carried to Collection	R

		Amount
117	<p>12.1.1 - Provisional bills of quantities [clause 2.2] The quantities are provisional - YES</p>	Item
118	<p>12.1.2 - Availability of construction documentation [clause 2.3] Construction documentation is complete - YES</p>	Item
119	<p>12.1.3 - Interests of agents [clause 2.4] - NONE</p>	Item
120	<p>12.1.4 - Defined works area [clause 3.1] - YES The work area will be pointed out by the principal agent to the contractor who will sign written acknowledgement therefore before commencing operations</p>	Item
121	<p>12.1.5 - Geotechnical investigation [clause 3.2] - YES A Geotechnical Investigation Report is included in this document</p>	Item
122	<p>12.1.6 - Existing premises occupied [clause 3.4] - YES The school will be in full operation during the work and disruption, dust and noise are to be kept to a minimum. Works areas to be clearly demarcated and fenced off</p>	Item
123	<p>12.1.7 - Previous work - dimensional accuracy [clause 3.5] The contractor shall, within reasonable period after taking possession of the site, but not exceeding ten (10) percent of the construction period or twenty (20) working days whichever is the lesser, check existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the principal agent and request a contract instruction regarding any dimensional inaccuracy found in work previously executed</p>	Item
124	<p>12.1.8 - Previous work - defects [clause 3.6] The contractor on becoming aware of a defect in work previously executed shall forthwith notify the principal agent requesting a contract instruction regarding such defect</p>	Item
125	<p>12.1.9 - Services - known [clause 3.7] Existing services and points of connection are shown on the site plan or will be pointed out on the site by the principal agent</p>	Item
126	<p>12.1.10 - Protection of trees [clause 3.9] Only those trees and shrubs indicated as such on the drawings shall be removed or cut back. The remainder of the trees and shrubs shall be left undamaged</p>	Item
127	<p>12.1.11 - Inspection of adjoining properties [clause 3.11] The contractor shall make his own arrangements with the owners of adjoining properties in order to execute the works</p>	Item
Carried to Collection		R

		Amount
128	<p>12.1.12 - Enclosure of the works [clause 6.2]</p> <p>The contractor shall erect, maintain and remove on completion, hoardings with gantris, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof all for the protection of the public and others</p>	Item
129	<p>12.1.13 - Offices [clause 6.4.3]</p> <p>The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high inetrnally, suitable insulated and ventilated, provided with electric lighting, and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times</p>	Item
130	<p>12.1.14 - Main noticeboard [clause 6.5]</p> <p>The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m as type Drawing GEN 063, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines deep blue. All wording shall be inscribed in deep blue painted Helvetica medium lettering. As alternative the notice board as approved by the professional bodies will be allowed. No sub-contractor's individual boards will be allowed on the site</p>	Item
131	<p>12.1.15 - Subcontractors' noticeboard [clause 6.6]</p> <p>A noticeboard is required - NO</p>	Item
132	<p>12.1.16 - Water [clause 7.2]</p> <p>Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO</p>	Item
133	<p>12.1.17 - Electricity [clause 7.3]</p> <p>Option A (by contractor) YES Option B (by employer - free of charge) NO Option C (by employer - metered) NO</p>	Item
134	<p>12.1.18 - Telecommunications [clause 7.4]</p> <p>Telephone YES Facsimile NO E-mail YES</p>	Item
135	<p>12.1.19 - Ablution facilities [clause 7.5]</p>	
Carried to Collection		R

		Amount
	Option A (by contractor) YES	
	Option B (by employer - free of charge) NO	
136	12.1.20 - Protection/isolation of existing/sectionally occupied works [clause 11.2]	Item
	The contractor shall provide all reasonable temporary measures to protect/isolate the existing and/or section of the occupied works and remove such measures on completion	Item
137	12.1.21 - Special attendance [clause 9.2] - NO	Item
138	12.1.22 - Protection of the works [clause 11.1] - YES	Item
139	12.1.23 - Disturbance [clause 11.5]	
	The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent	
	The contractor shall execute the works with a minimum of disturbance to adjoining premises, any parts of the works already handed over and the occupants of those premises and/or parts	Item
140	12.1.24 - Environmental disturbance [clause 11.6] - NO	Item
141	12.2 - Post-tender information	
	The required post-tender information shall be inserted in the preliminaries after consultation with the contractor	Item
	<u>SECTION C - SPECIFIC PRELIMINARIES</u>	
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item	
142	CONTRACT DRAWINGS	
	The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed	
	Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent	Item
143	GENERAL PREAMBLES	
	Carried to Collection	R

		Amount
	<p>These tender documents "General Specification (PW 371-A) July 2013" and "Particular Specification (PW 371-B) July 2013" which are both obtainable on Public Works website alternatively a copy can be e-mailed on request from the Quantity Surveyor offices, and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used. No claim arising from brevity of description of items fully described in the said Preambles for Trades will be entertained</p>	Item
144	<p>TRADE NAMES</p> <p>Wherever a trade name for any product has been described in the Priced Document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>	Item
145	<p>PROPRIETARY BRANDED PRODUCTS</p> <p>The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative</p>	Item
146	<p>CONFIDENTIALITY</p> <p>The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works. No information regarding this project shall be published or disclosed without the prior written consent of the employer</p>	Item
147	<p>OVERTIME</p> <p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised in writing prior to the execution thereof, that cost for such overtime are to be borne by the employer</p>	Item
148	<p>AS BUILT DRAWINGS</p> <p>The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records</p>	Item
149	<p>WARRANTIES FOR MATERIALS AND WORKMANSHIP</p>	
	Carried to Collection	R

		Amount
	Where warranties for materials are called for, the contractor shall obtain a written warranty, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor.	
150	SITE INSTRUCTIONS	
	Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be provided and maintained on site by the contractor	
151	NON CESSION OF MONIES	
	The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract	
152	IMPORTED MATERIALS AND EQUIPMENT	
	Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule for Imported Materials and Equipment WCTD-23 to be completed by tenderer)	
	Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)	
153	TESTING OF FLAT ROOF WATERPROOFING FOR WATERTIGHTNESS	
	Flat roof waterproof areas shall be prepared with small sand dykes around them of a size and enclosing an area approved by the principal agent, flooded with water and kept 'ponded' for at least 36 hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing	
154	TESTING OF WINDOWS FOR WATERTIGHTNESS	
	Each window shall be tested for watertightness with water sprayed on by means of a 20mm hosepipe using adequate pressure. If in the opinion of the principal agent, the pressure proves to be inadequate, then the pressure in the hosepipe shall be boosted by means of compressed air or other approved means	
155	AUTHORISATION FOR THE TAKING OF PHOTOGRAPHS	
	Carried to Collection	
		R

		Amount
	The contractor shall obtain prior authorisation from the employer for the making of any sketches or the taking of any photographs of any site, installation, building or civil works belonging to the employer and shall ensure that all personnel, subcontractors and other persons entering the site shall comply with this requirement as well.	
156	HIV/AIDS AWARENESS	
	It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. Provision for pricing of HIV/AIDS awareness is made under the two items below hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained	
	The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31 of "Section 1: Preliminaries (Section A)" or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment	
157	AWARENESS CHAMPION	
	Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification	
158	AWARENESS WORKSHOPS	
	Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification	
159	OCCUPATIONAL HEALTH AND SAFETY ACT	
	The contractor shall comply with all the requirements set out in the Health and Safety Specification for Construction Work as contained within these tender documents and the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).	
	It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities.	
	Carried to Collection	R

		Amount
	<p>The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p> <p>Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>In addition but not limited to the contractor shall:</p> <ul style="list-style-type: none"> - Comply with the health and safety specification for the works - Prepare and agree with the health and safety consultant the health and safety plan for the works - Co-operate with the health and safety consultant in all respects - Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification - Conform to the conditions contained in the employer's health and safety specification 	
160	<p>POSTERS, BOOKLETS, VIDEOS, ETC.</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p>	Item
161	<p>ACCESS TO CONDOMS</p> <p>Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification</p>	Item
162	<p>CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The principal agent undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor shall attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures, as necessary, to all subcontractors</p>	Item
163	<p>MONITORING</p>	
	Carried to Collection	R

		Amount
	Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification	Item
164	REPORTING BY CONTRACTOR	
	The contractor is required to complete the attached Contractor's Monthly Report which is to be submitted together with the contractors payment claim. Payment of the contractor is conditional on this information being accurate and timeously provided	Item
165	PLANT RECORDS	
	At the end of each month the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works	Item
166	LOCAL LABOUR	
	Allow for monthly submission of proof of employment of local skilled and unskilled labour to the principal agent.	
	It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract. Should adequate and appropriate labour not be available within the locality, other labour may be subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour. The contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilisation of local labour in the construction process. The contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and yout. The contractor shall, in general, maximise the involvement of the local community.	
	The principal agent shall be empowered to inspect the books and records of the contractor from time to time to ensure that the requirements are met. Should it become apparent that these conditions are not being complied with; the principal agent shall close down the works until the requirements are met. Any work stoppages so occasioned will be for the contractor's account.	Item
167	LOCAL BUILDING MATERIALS	
	Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province provided that:	
	a) Such materials comply in all respects with the specific requirements of PW371 specification	
	b) The availability of such materials shall not adversely affect the desired progress of the specific works	
	c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof	Item
	Carried to Collection	R

Amount

168 **DISPOSAL SITE-SOLID WASTE/ENVIRONMENTALLY SENSITIVE MATERIALS**

All disposal of solid waste shall be deposited at an approved disposal site to be located by the contractor. All handling of environmentally sensitive materials such as asbestos, etc., is to be carried out by a registered waste disposal specialist and all laws and bylaws are to be appropriate state body will be required and is to be to the principal agent's approval. Written confirmation of appropriate disposal is to be issued to the principal agent

Item

169 **WAIVER OF LIEN**

The tenderers are notified that he/she shall sign "Waiver of Lien" together with the JBCC Principal Building Agreement Edition 4.1 Code 2101 March 2005

Item

170 **OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS)**

The contractor shall comply with all the requirements set out in the COVID-19 Health and Safety Baseline Specification as contained within these tender documents and 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) in particular Hazardous Biological Agents Regulations governing workplaces in relation to Coronovirus Disease 2019 cause by SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplace COVID-19 (C19 OHS), 2020.

It is required of the contractor to thoroughly study the COVID-19 Health and Safety Baseline Specification and Occupational Health and Safety Act, 1993 (Act No 85 of 1993) in particular Hazardous Biological Agents Regulations governing workplaces in relation to Coronovirus Disease 2019 cause by SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplace COVID-19 (C19 OHS), 2020 that must be read together with and is deemed to be incorporated under this Section of the bills of quantities.

The contractor must take note that compliance with the COVID-19 Health and Safety Baseline Specification as contained within these tender documents and 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) in particular Hazardous Biological Agents Regulations governing workplaces in relation to Coronovirus Disease 2019 cause by SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplace COVID-19 (C19 OHS), 2020 is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

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Provision for pricing of the COVID-19 Health and Safety Baseline Specification and Occupational Health and Safety Act in particular Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 cause by SARS-CoV-2 and the COVID-19 Occupational Health and Safety Measures in Workplace COVID-19 (C19 OHS), 2020 is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Amount

Item

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BILL NO. 1
PRELIMINARIES
COLLECTION

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	Unit	Quantity	Rate	Amount	
<p><u>BILL NO. 2</u> <u>ALTERATIONS</u></p> <p><u>ALTERATIONS</u></p> <p><u>PREAMBLES</u></p> <p>The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371-B) July 2013 which are obtainable from Public Works website www.publicworks.gov.za/consultantsguidelines</p> <p>The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371-B) July 2013 which are obtainable from Public Works website www.publicworks.gov.za/consultantsguidelines</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>The Standard Preambles and Notes in the various trade bills are too and do apply equally to this section</p> <p><u>View site:</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Explosives:</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General:</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> <p style="text-align: right;">Carried to Collection</p>					
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	Unit	Quantity	Rate	Amount
<p>Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc., shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)</p> <p>The Standard Preambles and Notes in the various trade bills are too and do apply equally to this section</p> <p><u>View site:</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p><u>Temporary barriers, screens, etc. including removal:</u></p> <p>Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained</p> <p style="text-align: right;">Carried to Collection</p>				
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	Unit	Quantity	Rate	Amount
<p><u>Explosives:</u></p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p>No explosives whatsoever may be used for demolition purposes unless otherwise stated</p> <p><u>General:</u></p> <p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> <p>Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc., shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)</p> <p style="text-align: right;">Carried to Collection</p>				<hr/> <p style="text-align: center;">R</p> <hr/>

	Unit	Quantity	Rate	Amount
<p>The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent</p> <p>Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent</p> <p>Doors, fanlights, fittings, frames, linings, etc. which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc., and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately</p> <p>Prices for taking out of doors, windows, etc. shall include for removal of all beads, architraves, ironmongery, etc.</p> <p>Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc. and making good floor and wall finishes to match existing</p> <p>With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc., shall be levelled and prepared for raising of brickwork</p> <p>Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary</p> <p>The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc.)</p>				
Carried to Collection			R	

	Unit	Quantity	Rate	Amount
<u>Taking up and removing vinyl floor coverings, carpets, etc. and preparing screeds for new floor coverings:</u>				
10	Vinyl tile floor covering	m ²	379	
<u>Taking out and removing ironmongery:</u>				
11	Mortice lockset from timber door	No	30	
<u>Hacking up/off and removing granolithic, screeds, plaster, etc. from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc.:</u>				
12	Internal plaster in patches	m ²	15	
13	External plaster in patches	m ²	15	
14	Floor screeds	m ²	165	
<u>PREPARATORY WORK TO EXISTING SURFACES</u>				
<u>Preparatory work:</u>				
<u>REPAIRING AND MAKING GOOD TO EXISTING WORK</u>				
<u>Inspect and identify all existing roof sheeting for any loose roof screws, leaks etc, tighten, seal and leave in perfect working order.</u>				
15	All roofs	m ²	944	
<u>Inspect, identify and service all existing windows for any loose, missing handles, peg stays, e.t.c tighten, replace and leave in perfect working order.</u>				
16	All classroom	m ²	100	
Carried to Collection				
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BILL NO. 2
ALTERATIONS
COLLECTION

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	Unit	Quantity	Rate	Amount
<u>BILL NO. 3</u>				
<u>MASONRY</u>				
<u>PREAMBLES</u>				
The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371B) July 2013				
The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371B) July 2013				
<u>BLOCKWORK IN SUPERSTRUCTURE</u>				
<u>Blockwork in class II mortar:</u>				
1		190mm walls in beamfilling	m ²	122
2		190mm walls in gable walls	m ²	53
<u>Brickwork Sundries:</u>				
3		Splayed mortar fillet maximum one course high between beamfilling and roof sheeting	m	106
<u>2,5mm Galvanised brick reinforcement:</u>				
4		150mm Wide reinforcement built in horizontally	m	329
<u>Galvanised hoop iron cramps, ties, etc.</u>				
5		4mm Diameter roof tie 2m girth bent double, with one end built into brickwork and other end fixed to timber	No	204
Carried to Summary				
			R	

	Unit	Quantity	Rate	Amount
<u>BILL NO. 4</u>				
<u>ROOF COVERINGS</u>				
<u>PREAMBLES</u>				
For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)				
For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)				
<u>PROFILE METAL SHEETING AND ACCESSORIES</u>				
<u>0.8mm Galvanised IBR profile light industrial steel sheeting with downturn edge with 'Colomate' finish to one side and half coat 'Classicoat Grey' to other side and fixed to 50 x 76mm SA pine purlins at min 750mm centres, including galvanised steel sheet accessories:</u>				
1	m ²	1 372		
<u>SHEET METAL FLASHING, LINING, COPING, ETC.</u>				
<u>0.8mm Galvanised steel flashings to suite IBR profile with 'Colomate' finish to match roof covering:</u>				
2	m	240		
3	m	42		
4	m	42		
5	m	240		
6	m	240		
<u>ROOF INSULATION</u>				
<u>Sisalation, or similar approved insulation with 150mm minimum industrial overlap laid in accordance with manufactures specification:</u>				
7	m ²	1 372		
Carried to Summary			R	

	Unit	Quantity	Rate	Amount	
<p><u>BILL NO. 5</u> <u>CARPENTRY AND JOINERY</u></p>					
<p><u>PREAMBLES</u></p>					
<p>The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371B) July 2013</p>					
<p>The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371B) July 2013</p>					
<p><u>SUPPLEMENTARY PREAMBLES</u></p>					
<p><u>Reference to drawings and details:</u></p>					
<p>Where drawings and/ or details have been referred to in the description of items the tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.</p>					
<p><u>Fixing:</u></p>					
<p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p>					
<p>Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere</p>					
<p><u>Joinery:</u></p>					
<p>Descriptions of frames shall be deemed to include frames, transomes, rails, etc.</p>					
<p>Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts</p>					
<p><u>Design of prefabricated roof trusses:</u></p>					
<p>Prefabricated trusses shall be fabricated in a factory by a truss fabricator who has been awarded a Certificate of Competence by the Institute of Timber Construction and is approved by the Principal Agent</p>					
<p>Each roof truss shall have all its members accurately cut and closely butted together and rigidly fixed by CSIR approved patented galvanised metal spiked connectors, precision pressed on both sides of each intersection by an approved method, all in accordance with the manufacturers instructions</p>					
<p style="text-align: right;">Carried to Collection</p>					
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	Unit	Quantity	Rate	Amount
<p>Trusses shall be designed by a registered professional engineer and in accordance with SABS 0160 and 0163, who shall, after erection, provide a certificate confirming that the design, manufacture, transportation, erection and bracing has been carried out in accordance with this specification</p> <p>The design shall include for all live loads, wind loads and for dead loads imposed by roof covering, purlins, ceilings, etc.</p> <p>Fully detailed shop drawings of all trusses, etc, indicating sizes, bracing, loading, etc, shall be submitted to the Principal Agent for approval prior to fabrication</p> <p>Unless specified erection instructions are given in writing, erection shall be carried out in accordance with the procedures and recommendations of the manual "The Erection and Bracing of Timber Roof Trusses" published by the "Institute for Timber Construction and the Council for Scientific and Industrial Research" or as detailed by the designer</p> <p>Rates trusses shall include for the necessary rafters, temporary bracing, longitudinal and cross bracing, wall plates, eaves support beams, trimmed and splay cut ends as required and erected complete. However, rates shall exclude all fascias and bargeboards, roof coverings, which are separately measured.</p> <p>The truss spacing indicated on Architectural drawings is an indication only. The actual truss spacing would be determined by the design of the roof construction</p> <p>The references given in the descriptions are to the drawings accompanying these bills of quantities for tender purposes which indicate the schematic truss layouts and cross sections</p>				
<p><u>Decorative thermosetting plastic laminate covering:</u></p>				
<p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p>				
<p>Carried to Collection</p>			R	

BILL NO. 5
CARPENTRY AND JOINERY
COLLECTION

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	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 6</u> <u>CEILING PARTITIONS AND ACCESS FLOORING</u></p>				
<p><u>PREAMBLES</u></p>				
<p>For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p>				
<p><u>SUPPLEMENTARY PREAMBLES</u></p>				
<p><u>Fixing:</u></p>				
<p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p>				
<p>Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere</p>				
<p><u>Ceilings:</u></p>				
<p>Unless otherwise described ceilings shall be deemed to be horizontal</p>				
<p><u>Bulkheads:</u></p>				
<p>Bulkheads are defined as those portions of ceilings which are stepped down from the general ceiling level in a particular room or area and which generally occur along the perimeter. Their purpose is either to conceal services or to create architectural features</p>				
<p>Bulkheads have only been described as such where they conform to the above definition and where the horizontal or vertical dimensions do not exceed 900mm. Where these dimensions are more than 900mm such portions of ceilings have been included in the appropriate general items of ceilings</p>				
<p>Unless otherwise described bulkheads shall be deemed to be horizontal along the length</p>				
<p><u>Steel components:</u></p>				
<p>All steel components for ceilings, partitions, etc. are to be galvanised in accordance with SANS 121</p>				
<p>Carried to Collection</p>				
				R

	Unit	Quantity	Rate	Amount
<u>CEILING TIMBERS, BEADS, INSULATION, ETC</u>				
<u>6.4mm thick Gypsum plasterboard with tape over joints and the whole with minimum 3mm and maximum 6mm thick coat gypsum skim plaster trowelled to smooth polished surface:</u>				
1	m ²	707		
2	No	9		
<u>NAILED UP CEILINGS</u>				
<u>6mm Nutect Everite ceiling nailed-up to 38 x 50mm SA pine brandering and to under side of trusses:</u>				
3	m ²	100		
4	m ²	48		
<u>CORNICES</u>				
<u>SA Pine cornice:</u>				
5	m	361		
<u>Non-combustible fibreglass insulation of a density of not less than 10kg/m3 bonded with an inert thermo-setting:</u>				
6	m ²	855		
Carried to Collection				
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BILL NO. 6

CEILINGS PARTITIONS AND ACCESS FLOORING

COLLECTION

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	Unit	Quantity	Rate	Amount
<u>BILL NO. 7</u>				
<u>FLOOR COVERINGS</u>				
<u>PREAMBLES</u>				
The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371-B) July 2013 which are both obtainable from Public Works website www.publicworks.gov.za/consultantsguidelines				
<u>SUPPLEMENTARY PREAMBLES</u>				
Floor coverings, wall linings, etc. shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc.				
<u>FLOOR COVERINGS</u>				
<u>2.5mm Thick semi-flexible vinyl floor sheeting laid in acrylic adhesive spread on self levelling screeded floors (elsewhere) with colours to Architect's specification:</u>				
1	On floors	m ²	972	
<u>POLISH, SEALERS, ETC</u>				
<u>Polish, Sealers, etc.:</u>				
2	Three coats wax polish on vinyl flooring	m ²	972	
Carried to Summary				
			R	

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 8</u> <u>IRONMONGERY</u></p> <p><u>PREAMBLES</u> <u>For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u> <u>Reference to drawings and details</u> Where drawings and/ or details have been referred to Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.</p> <p><u>Proprietary items</u> <u>IRONMONGERY TO DOORS, FRAMES, ETC.</u> All ironmongery shall be in accordance with DORMAKABA specifications or equally approved unless otherwise described Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc. clarifying the features of the products/articles offered On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>Finishes to ironmongery:</u> Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AN Anodised natural AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded</p> <p><u>HINGES, BOLTS, ETC.</u> <u>Hinges, etc.:</u></p>				
1	Sets	15		
Carried to Collection			R	

	Unit	Quantity	Rate	Amount
<u>HANDLES</u>				
<u>Handles, etc.</u>				
2	Lever handle on rose with cylinder escutcheons. (code CR001 Cyl S.S)	Sets	15	
<u>LOCKS</u>				
<u>The following locks are to be suitable for master key operation:</u>				
3	Cylinder sash lock (code D036S SS)	No	15	
4	Cylinder deadlock (code D037D SS)	No	15	
<u>SUNDRIES</u>				
5	38mm Plain rubber doorstop - black. (code 38mm)	No	15	
6	50 keybox obtained from Insight Office Furniture - grey or white(G-012)	No	1	
<u>PINNING BOARDS, WRITING BOARDS, PROJECTION SCREENS, ETC</u>				
7	2 x 2400mm x 1200mm Chalkboard Non-Magnetic (Green) with standard 20mm wide aluminium frame with concealed mounting & Chalkrail at the back of board.	No	12	
8	2 x 1800mm x 1200mm Bulletin Board Ribbed Aluminium Frame including fixing to wall securely	No	12	
Carried to Collection				
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BILL NO. 8
IRONMONGERY
COLLECTION

NONKQUBELA SSS
COMPLETION BOQ
Amount

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	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 9</u> <u>PLASTERING</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Moisture tests:</u></p> <p>Before any finishes, coverings, etc are applied to screeds, plastering, etc or any other in-situ finish moisture tests are to be carried out to the complete satisfaction of the Principal Agent to ensure that these surfaces have the correct moisture content for the finish to be applied</p> <p><u>Labours, etc.:</u></p> <p>Labours such as fair, rounded and chamfered edges, trowel cuts, throats, V-joints, angles, etc shall be deemed to be included in the descriptions</p> <p><u>Granolithic:</u></p> <p>Coloured granolithic shall be tinted with an approved colouring pigment mixed into a true and even colour.</p> <p>Granolithic shall be covered with clean hessian with waterproof building foil over and kept wet for at least seven days after laying.</p> <p>Granolithic shall be laid in panels not exceeding 14m² for monolithic finishes, not exceeding 9,5m² for bonded finishes and not exceeding 6m² for all external granolithic. Wherever possible, panels shall be square but at no time should the length of the panel exceed 1,5 times its width.</p> <p>Unless otherwise described, granolithic shall attain a compressive strength of at least 41MPa. The coarse aggregate shall comply with SANS 1083 and shall generally be capable of passing a 10mm mesh sieve. Where the thickness of the granolithic exceeds 25mm, the size of the coarse aggregate shall be increased to the maximum size compatible with the thickness of the granolithic.</p> <p style="text-align: right;">Carried to Collection</p>				
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	Unit	Quantity	Rate	Amount
<p>For granolithic applied monolithically, the concrete floor shall be swept clean after bleeding of the concrete has ceased and the slab has begun to stiffen; any remaining bleed water shall be removed and the granolithic applied immediately thereafter. For granolithic to be bonded to the floor slab after it has hardened, the slab surface shall be hacked (preferably by mechanical means) until all laitance, dirt, oil, etc. is dislodged and swept clean of all loose matter. The slab shall then be wetted and kept damp for at least six hours before applying the granolithic.</p> <p>Where possible joints between panels shall be positioned over joints in the floor slab and shall be at least 3mm wide through the full thickness of the finish, separated by strips of wood or fibreboard and finished with V-joints</p> <p><u>Cement plaster:</u></p> <p>Unless otherwise described, cement plaster shall be taken to mean Class 1 cement plaster</p> <p><u>Self - levelling screed:</u></p> <p>To Contractor's expense should Grade 1 variance in F1 above not be achieved. Grind & prime existing surface with self-leveling Tal-Screed Master or equal & approved - thickness between between 4 to 5mm</p> <p><u>SCREEDS</u></p> <p><u>Screeds wood floated, on concrete</u></p>				
1	m ²	993		
<p><u>INTERNAL PLASTER</u></p> <p><u>Cement plaster on brickwork</u></p>				
2	m ²	61		
3	m ²	5		
4	m ²	3		
<p><u>Gypsum skim plaster finishing coat</u></p>				
5	m ²	180		
<p><u>EXTERNAL PLASTER</u></p> <p><u>Cement plaster wood floated, on brickwork</u></p>				
6	m ²	61		
7	m ²	3		
Carried to Collection				
			R	

	Unit	Quantity	Rate	Amount
<p><u>CORNER PROTECTORS, DIVIDING STRIPS, ETC</u></p>				
<p><u>Dividing strips</u></p>				
<p>8 3 x 57mm Flat section brass water bar into concrete</p>	m	21		
<p>Carried to Collection</p>				
				<p>R</p>

BILL NO. 9
PLASTERING
COLLECTION

NONKQUBELA SSS
COMPLETION BOQ
Amount

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Carried to Summary

R

	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 10</u> <u>PLUMBING AND DRAINAGE</u></p>				
<p><u>RAINWATER DISPOSAL</u></p>				
<p><u>PREAMBLES</u></p>				
<p>For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p>				
<p><u>SUPPLEMENTARY PREAMBLES</u></p>				
<p><u>References to details and drawings</u></p>				
<p>Where drawings and/ or details have been referred to Tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.</p>				
<p><u>Wire gratings:</u></p>				
<p>Descriptions of gutter outlets etc. shall be deemed to include wire balloon gratings</p>				
<p><u>Stormwater channels:</u></p>				
<p>Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc., and disposal of surplus material on site</p>				
<p><u>French drains:</u></p>				
<p>Descriptions of French drains shall be deemed to include excavation, stone filling graded from 300mm diameter at bottom to 75mm diameter at top, approved geofabric filter blanket over stone, 300mm earth filling over and disposal of surplus material on site</p>				
<p><u>Stainless steel basins, sinks, wash troughs, urinals, etc.:</u></p>				
<p>Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc. shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc. shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable</p>				
<p><u>Sealing of edges:</u></p>				
<p>Outer edges of sinks, basins, baths, urinals, etc. are to be sealed against adjacent surfaces with approved silicone</p>				
<p style="text-align: right;">Carried to Collection</p>			R	

	Unit	Quantity	Rate	Amount
<p><u>uPVC pipes and fittings:</u></p> <p>Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings</p> <p><u>uPVC pressure pipes and fittings:</u></p> <p>Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints</p> <p><u>High density polyethylene (HDPE) pipes and fittings:</u></p> <p>Pipes shall be type IV and of the class specified with Plasson or Alprene compression fittings</p> <p><u>Polycop polypropylene pipes:</u></p> <p>Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with Fast-fuse heat welded thermoplastic or where so described Polylock compression fittings Pipes shall be firmly fixed to walls, etc. with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions</p> <p><u>Copper pipes:</u></p> <p>Pipes shall be hard drawn and half-hard Maksal pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be Cobra Watertech type. Capillary solder fittings shall comply with ISO 2016</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc. to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><u>Reducing fittings:</u></p> <p>Where fittings have reducing ends or branches they are described as 'reducing' and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained</p> <p style="text-align: right;">Carried to Collection</p>				<hr/> <p style="text-align: right;">R</p> <hr/>

	Unit	Quantity	Rate	Amount
<p><u>Fixing of pipes:</u> Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Paper wrapping to pipes:</u> Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p><u>Disinfection of water pipework:</u> Water pipework is to be disinfected at completion in accordance with SABS 1200L (provision for disinfection elsewhere)</p> <p><u>Laying, backfilling, bedding, etc. of pipes:</u> Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled</p> <p>Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SABS 1200L : Medium-pressure pipelines SABS 1200LD : Sewers SABS 1200LE : Stormwater drainage Pipe trenches, etc. shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200DB : Earthworks (Pipe trenches) Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200LB : Bedding (Pipes) Unless otherwise described bedding of rigid pipes shall be Class B bedding</p> <p><u>General:</u> Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc. are given separately) Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends</p> <p>Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 93% Mod AASHTO density and disposal of surplus material on site</p> <p>Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc. and to steel pipes (adaptors for connections to copper pipes, etc. are given separately)</p> <p style="text-align: right;">Carried to Collection</p>				
			R	

BILL NO. 10
PLUMBING AND DRAINAGE
COLLECTION

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	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 11</u> <u>GLAZING</u></p> <p><u>PREAMBLES</u> For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Float glass:</u> The term 'float glass' is used for monolithic annealed glass For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p> <p><u>Float glass:</u> The term 'float glass' is used for monolithic annealed glass The term 'float glass' is used for monolithic annealed glass</p> <p><u>GLAZING (Provisional)</u> <u>4mm clear float glass</u></p>				
1		Panels exceeding 0.1m2 and not exceeding 0.5m2	m ²	26
Carried to Summary				R

	Unit	Quantity	Rate	Amount
<u>BILL NO. 12</u>				
<u>PAINTWORK</u>				
<u>PREAMBLES</u>				
For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Painting specification:</u>				
All painting shall be done in accordance with SABS specifications unless otherwise described				
<u>Colours:</u>				
Unless otherwise described, all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SABS 1091				
When staining timber, the resultant colour or shade must be to the complete satisfaction of the Principal Agent before any overcoating or preservative is applied				
<u>ON INTERNAL PLASTER SURFACES</u>				
<u>Prepare surfaces and remove all loose material, apply one coat alkali resistant primer and two coats PVA emulsion paint for interior use.</u>				
1	On walls	m ²	1 262	
2	On narrow widths	m ²	20	
<u>ON FIBRE-CEMENT BOARD SURFACES</u>				
<u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use:</u>				
3	Ceilings and cornices, including priming metal cover strips and nailheads	m ²	50	
4	Fascias and barge boards, including priming metal jointing strips	m ²	42	
<u>ON GYPSUM BOARD SURFACES</u>				
<u>One coat alkyd based zinc chromate primer and two coats gloss enamel paint, on steel:</u>				
5	Ceilings and cornices, including priming metal cover strips and nailheads	m ²	785	
Carried to Collection				
			R	

	Unit	Quantity	Rate	Amount
<u>ON METAL SURFACES</u>				
<u>One coat alkyd based zinc chromate primer and two coats gloss enamel paint, on steel:</u>				
6	Steel posts	m ²	5	
7	On steel roof sheeting	m ²	1 208	
<u>ON WOOD SURFACES</u>				
<u>Three coats exterior quality penetrating wood preservative:</u>				
8	Roof timbers at eaves and verges	m ²	28	
<u>Three coats superior quality clear gloss varnish:</u>				
9	Skirtings, quadrants, rails, etc. not exceeding 300mm girth	m	421	
<u>One coat nova dark brown and two coats sanded lightly between coats to:</u>				
10	External doors.	m ²	66	
<u>ON EXTERNAL PLASTER SURFACES</u>				
<u>Prepare surfaces and remove all loose material, apply one coat plaster primer and two coats super acrylic:</u>				
11	On walls	m ²	566	
12	In narrow widths	m ²	17	
Carried to Collection				
			R	

BILL NO. 12
PAINTWORK
COLLECTION

NONKQUBELA SSS
COMPLETION BOQ
Amount

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	Unit	Quantity	Rate	Amount
<p><u>BILL NO. 13</u> <u>SCHOOL FURNITURE</u></p> <p><u>SCHOOL FURNITURE</u></p> <p><u>PREAMBLES</u></p> <p>For Preambles the tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A July 2013) and Particular Specification (PW371-B July 2013)</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Reference to drawings and details:</u></p> <p>Where drawings and/ or details have been referred to in the description of items the tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.</p> <p><u>Fixing:</u></p> <p>Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete</p> <p>Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere</p> <p><u>Joinery:</u></p> <p>Descriptions of frames shall be deemed to include frames, transomes, rails, etc.</p> <p>Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts</p> <p><u>Decorative thermosetting plastic laminate covering:</u></p> <p>Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish</p> <p><u>Reference to drawings and details:</u></p> <p>Where drawings and/ or details have been referred to in the description of items the tenderers should price for complete detail and specification on such details and/ or drawing. No claims relating to the omissions on the part of tenders will be entertained.</p> <p style="text-align: right;">Carried to Collection</p>				<p style="text-align: right;">R</p>

	Unit	Quantity	Rate	Amount
<u>Fixing:</u>				
Items described as 'nailed' shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete				
Items described as 'plugged' shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as 'bolted', the bolts have been given elsewhere				
<u>Joinery:</u>				
Descriptions of frames shall be deemed to include frames, transomes, rails, etc.				
Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts				
<u>Decorative thermosetting plastic laminate covering:</u>				
Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
<u>LOOSE SCHOOL FURNITURE</u>				
<u>DESKS, ETC.</u>				
1		Single secondary stakable desk grade 4-6, complete as per page 15 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.		
	No		80	
2		Stakable kindergarten table Grade R, complete as per page 16 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.		
	No		40	
3		Teacher's Classroom desk, complete as per page 27 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.		
	No		3	
<u>CHAIRS, ETC.</u>				
4		Chair Grade 4-6, complete as per page 20 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.		
	No		80	
5		Chair Grade R, complete as per page 18 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.		
	No		40	
Carried to Collection				
			R	

	Unit	Quantity	Rate	Amount
6 Teacher's Chair, complete as per page 25 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.	No	3		
<u>STEEL BED, ETC.</u>				
7 Steel frame single bed, complete as per page 30 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.	No	1		
<u>MATTRESSES, ETC.</u>				
8 Single Bed foam mattress	No	1		
<u>ADMIN CHAIRS, ETC.</u>				
9 Upholstered sick room chair, complete as per page 42 of the School Furniture Specifications, attached to the back of these Bills of Quantities all in compliance with SANS 1244/1979.	No	1		
Carried to Collection				
			R	

BILL NO. 13
SCHOOL FURNITURE
COLLECTION

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Carried to Summary

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Amount

BILL NO. 14
PROVISIONAL SUMS

PREAMBLES

The Tenderer is referred to the relevant Clauses in the separate documents General Specification (PW 371-A) July 2013 and Particular Specification (PW 371-B) July 2013 which are both obtainable from Public Works website www.publicworks.gov.za/consultantsguidelines

The Standard Preambles and Notes in the various trade bills are too and do apply equally to this section

SUPPLEMENTARY PREAMBLES

General:

Unless otherwise described, all prime cost amounts and provisional sums shall be nett. No provision for 5 percent cash discount shall be included for the main contractor.

Prime cost amounts and provisional sums exclude value added tax.

In the event of a prime cost amount or provisional sum being omitted the items "Allow for profit"... and "allow for attendance" applicable, shall be omitted together with the prime cost amount or provisional sum and no claim whatsoever will be entertained in this regard.

The principal agent shall be entitled to nominate or select any further specialist and other to execute work or supply and fix any goods whether or not a provisional sum is included in the bills of quantities and such specialists and other will then be deemed to be "selected subcontractors" as the case may be.

Where profit stated, the contractor may allow for profit if required

Attendance upon nominated/selected subcontractors:

The item "Allow for attendance..." which follows each provisional sum for nominated/selected subcontractors work, shall be deemed to cover all the contractors costs incurred in providing free of charge to the subcontractor the service as set out in the relevant clause in the preliminaries

Taking delivery:

Taking delivery of goods or articles by the contractor on site shall mean getting in, unpacking, checking that the quantity is correct and that the goods are complete and undamaged, submitting a report thereof to the interested parties and issuing vouchers for the receipt of such goods. The contractor is to store the goods and will be held responsible for the safety thereof and indemnify the employer against any damage or loss which may occur.

Works executed under a seperate/direct contract:

The contractor shall permit access to the site and to the places where the work is to be carried out and provide every facility to enable the specialist to carry out his work in a workmanlike manner and in proper order and sequence.

Carried to Collection

R

Co-ordination:

The contractor shall obtain all necessary particulars of the subcontractors work timeously and the contractor will be responsible for the programming and co-ordination of the works

Number of nominated/selected subcontractors:

The contractors attention is drawn to the fact that the indicated individual provisional sums may consist of numerous specialist, all of which will become nominated/selected subcontractors. The contractor must therefore allow in his tender for any cost implication this may bring about, as no claims in this regard will be entertained

PROVISIONAL SUMS FOR NOMINATED/SELECTED SUB-CONTRACTORS

Electrical Installation:

- 1 Provide a sum R100 000.00 (One Hundred Thousand Rand) for Electrical Installation (scope to be determined on site)
- 2 Profit
- 3 Allow for general attendance

Item	100 000 00
Item	
Item	

Community Liaison Officer:

- 4 Provide a sum R30 000.00 (Thirty Thousand Rand) for Community Liaison Officer
- 5 Profit
- 6 Allow for general attendance

Item	30 000 00
Item	
Item	

Carried to Collection

R

BILL NO. 14
PROVISIONAL SUMS
COLLECTION

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ADD: CONTINGENCIES

Allow the Amount of R 170 000.00 (One Hundred and Seventy Thousand Rand) for contingencies, to be used on discretion of the Employer in terms of Clause 17 of the Principal Building Agreement.

Carried to Next

R

170 000 00

NONKQUBELA SSS
COMPLETION BOQ

Amount

	Brought from Previous	R	
SubTotal excluding Value Added Tax			
ADD VAT @ 15%:			
Carried to Tender		R	

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Part 6: Site Information

C4 Site Information

C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	EMERGENCY REPAIRS TO STORM DAMAGE SCHOOLS: NONKQUBELA SENIOR SECONDARY SCHOOL
RFQ No:	ECDOE DISASTER-RFQ NO:2022/07/700

C4 Site Information – Existing operational education facilities

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

3. ADJACENT BUILDINGS

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

4. ENVIRONMENTAL ISSUES

None

C5

Drawings

