

## TENDER

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# CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT

**SCMU5-24/25-0035**

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NAME OF COMPANY:

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CSD Nr:

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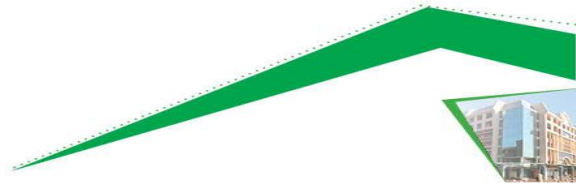
CRS Nr (CIDB):

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**CLOSING DATE: 11 APRIL 2024**

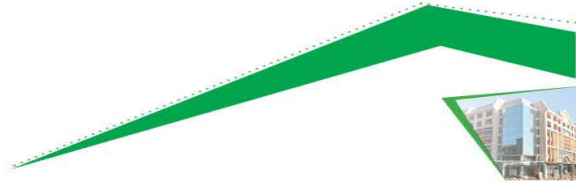
**TIME: 11:00 am**

Department of Public Works and Infrastructure  
Independence Avenue  
Qhasana Building  
Bhisho  
5605



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<b>ANNEXURE 1 – BILLS OF QUANTITIES</b>	<b>166 x PAGES</b>
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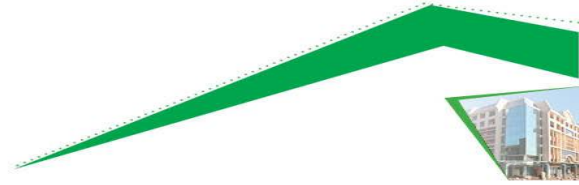


## THE TENDER

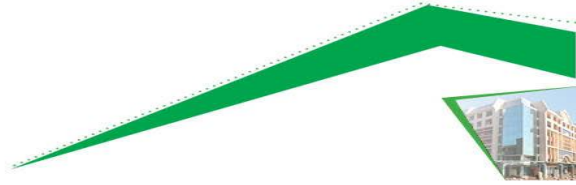


# PART T1

## TENDERING PROCEDURES



## **PART T1.1: TENDER NOTICE AND INVITATION TO TENDER**



## T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **7GB or Higher** in the following Class of works (**GB**) to tender for the “**CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT**” for an **18 Months’** contract. The contract will be based on the JBCC Edition 6.2 of 2018 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) or from National Treasury’s tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **08 March 2024**. No bid documents will be available at departmental offices.

There will be non-compulsory briefing meeting on **Wednesday, 20 March 2024**, at **Nkopane JSS in Sterkspruit**. Prospective bidders to meet **at the main entrance of the site at 11h00**.

Queries relating to the issue of these documents may be addressed in writing to SCM email: [supply.chain@ecdpw.gov.za](mailto:supply.chain@ecdpw.gov.za) **Technical enquiries:** may be addressed in writing to **Mr. Yandisa Mabekebeke**— email: [yandisa.mabekebeke@ecdpw.gov.za](mailto:yandisa.mabekebeke@ecdpw.gov.za)

The closing time for receipt of tenders by the ECDPWI is **11:00am on 11 April 2024**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**SCMU5-24/25-0035: “CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT”**” must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED “TENDERS”, BISHO**.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

### B. BID EVALUATION:

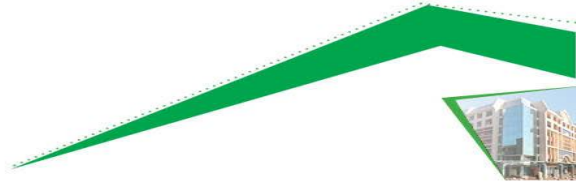
**This bid will be evaluated in Two (2) phases as follows:**

**Phase One:** Compliance, responsiveness to the bid rules and conditions,

**Phase Two:** Bidders passing the above stages will thereafter be evaluated on PPPFA and Preferential Procurement Regulations 2022.

### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	<b>80 / 90 points</b>
Maximum points for B-BBEE	-	<b>20 / 10 points</b>
<b>Maximum points</b>	-	<b>100 / 100 points</b>



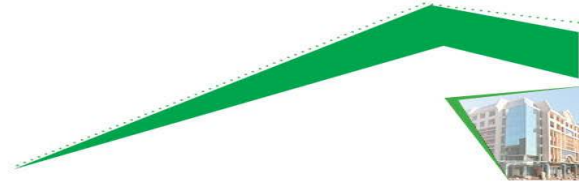
### C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days** after the closing date and time.
4. **Annexure B should be completed & signed. If not, points for specific goals will be forfeited.**

### D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

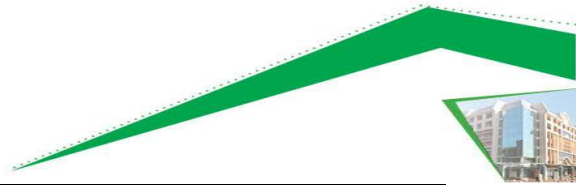
- **SCM RELATED ENQUIRIES**  
Email Address: [supply.chain@ecdpc.gov.za](mailto:supply.chain@ecdpc.gov.za)
- **TECHNICAL ENQUIRIES**  
Mr. Y. Mabekebeke  
Tel No: **051 611 9800**  
Email Address: [yandisa.mabekebeke@ecdpc.gov.za](mailto:yandisa.mabekebeke@ecdpc.gov.za)

**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**  
Call: 0800 701 701

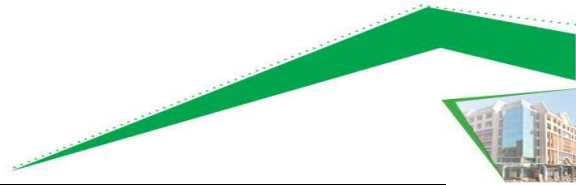


## PART T1.2: TENDER DATA





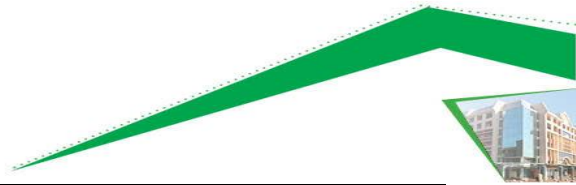
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p><b>THE TENDER</b></p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Mr. Y. Mabekebeke</p> <p>Department of Public Works</p> <p>Block F, Bensonvale Office Complex,</p> <p>Sterkspruit</p> <p>Tel No: <b>051 611 9800</b></p> <p>Email Address: <a href="mailto:yandisa.mabekebeke@ecdpw.gov.za">yandisa.mabekebeke@ecdpw.gov.za</a></p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
<b>4</b>	<b>Tender's obligations</b>
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB <b>Grade 7GB or Higher</b> class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation <b>not lower than one level below</b> the required grading designation in the class of works under consideration; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to a contractor grading designation determined in accordance with the sum tendered for a CIDB <b>Grade 7GB or Higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li> </ol> <p>4. Joint Venture Agreement.</p>



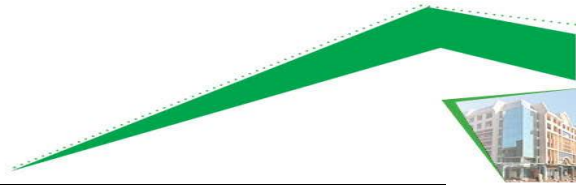
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018, The employer <b>will not</b> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<b>Confidentiality and copyright of documents</b> 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.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. <b>Tender documents will not be made available at the clarification meeting</b>
4.8	<b>Seek clarification</b> <i>Request clarification of the tender documents, if necessary, by notifying the employer at least <b>7 (Seven) working days before the closing time stated in the tender data.</b></i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.



4.13.3	A tender security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: <b>Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BISHO.</b> <b>Physical address:</b> Independence avenue, Ground Floor, Qhasana Building, Bisho 5605 <b>Identification details: SCMU5-24/25-0035: CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT "Closing time and date: 11 April 2024 at 11:00"</b>
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is <b>120 days</b> . 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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	<b>Placing of contractors under restrictions / withdrawal of tenders</b> If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>CIDB Inform Practice Note #30</b> . Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: <b>N/A</b>
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy



<b>5</b>	<b>Employer's undertakings</b>												
5.1	The Employer will respond to requests for clarification received up to <b>Seven (7)</b> working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.												
5.2	The employer shall issue addenda until <b>Seven (7)</b> working days before tender closing time.												
5.3	Tenders will be opened immediately after the closing time for tenders at <b>11:00am hours</b> .												
5.4	Do not disclose to tenderers, or to any 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.												
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.6	<b>Arithmetical errors, omission and discrepancies</b> 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. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <b>Table F.1: Formulae for calculating the value of A</b> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P / P_m</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = P_m / P</math></td> </tr> </tbody> </table> <p><sup>a</sup> <math>P_m</math> is the comparative offer of the most favourable comparative offer. <math>P</math> is the comparative offer of the tender offer under consideration.</p>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>										
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.7.2	The procedure for the evaluation of responsive tenders is <b>Method 2: Price and Preference</b> <b>This bid will be evaluated in Two (2) phases as follows:</b> <b>Phase One:</b> Compliance, responsiveness to the bid rules and conditions, <b>Phase Two:</b> Bidders passing the stage above will thereafter be evaluated on the PPPFA and PPR 2022.												



	<p><b><u>PHASE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS:</u></b></p> <p><b>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:</b></p> <ol style="list-style-type: none"> <li>1. Bid Document (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>4. Bidders must be a legal entity or partnership or consortia.</li> <li>5. Form of offer and Acceptance must be fully completed and signed.</li> <li>6. SBD 4 - Bidders Disclosure (<b>SBD 4</b>) must be duly completed and signed. In the event that 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, such interest must be disclosed on question <b>2.3.1</b>. Incomplete or unsigned or poorly completed <b>SBD 4 will lead to a bidder being declared non-responsive</b>.</li> <li>7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).</li> <li>8. Resolution to Sign where applicable must be completed.</li> <li>9. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.</li> </ol>
	<p><b>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>1. The bidder must be registered on the Central Supplier Database (CSD) prior the award.</li> <li>2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. <b>A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.</b></li> <li>3. Bidders need to complete and sign <b>SBD 6.1</b> to claim points for specific goals. <b>Failure will lead to the non-awarding of points for specific goals.</b></li> <li>4. <b>The relevant designated sector: (Steel products). The minimum threshold for local production and content is 100%.</b></li> <li>5. <b>Bidders need to complete the Declaration Certificate for Local Content and Local Production to be awarded points for Specific goals allocated for Local Content. This Declaration Certificate must be completed, and signed and submitted as part of the bid documentation.</b></li> <li>6. Bidders shall submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). This is not an elimination factor, but important for the department to make a decision.</li> <li>7. Bidders shall submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. This is not an elimination factor, but important for the department to make a decision.</li> <li>8. Bidders shall submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision.</li> <li>9. The bidder shall also list all projects where there are pending litigations or litigations that have been concluded.</li> <li>10. The Department will contract with the successful bidder by signing a formal contract.</li> <li>11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.</li> </ol>



12. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 14 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
13. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
14. DPWI Policy applies.
15. Protection of personal information: Consent (POPIA).
16. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018).
17. **EPWP policy will be applicable.**

**PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS**

The **80/20 or 90/10 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022

Criteria	Points	Points
<b>POINTS ON PRICE</b>	<b>80</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>20</b>	<b>10</b>
<b>TOTAL</b>	<b>100</b>	<b>100</b>

**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:**

- (a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Rand value of tender under consideration  
 $P_{\min}$  = Rand value of the lowest acceptable tender

**The 90/10 preference point system for acquisition of services, works or goods to the Rand value above R50 million:**

- (b) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

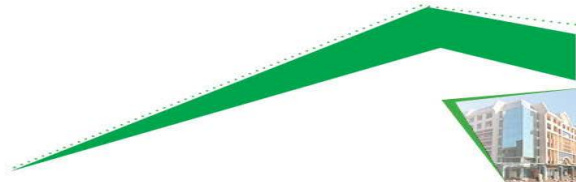
$$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Rand value of tender under consideration  
 $P_{\min}$  = Rand value of the lowest acceptable tender

**Please note:**

1. **Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**

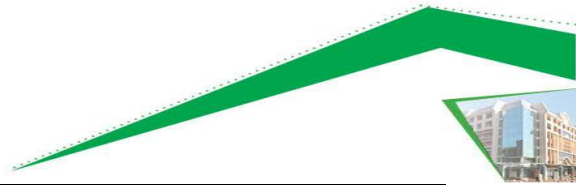


	<ol style="list-style-type: none"> <li>2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise</li> <li>3. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points.” A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals.</li> <li>4. All information will be verified through CSD (if applicable)</li> <li>5. SBD 6.1 is attached</li> <li>6. The relevant designated sector: (Steel products). The minimum threshold for local production and content is 100%.</li> <li>7. Where applicable, only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content will earn you points for specific goals points allocated for local content. See SBD 6.1 and (Annexure B) the declaration certificate for local content &amp; the declaration summary schedule attached</li> <li>8. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will lead to non-awarding of points</li> <li>9. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.</li> </ol>
5.7.3	The procedure for the evaluation of responsive tenders is <b>Method 2</b> (price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: <b>N/A</b>
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – <b>N/A</b>
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: <b>N/A</b>
5.8	<p><b>Additional Tender offer conditions (Non-eliminating unless expressly mentioned in the document):</b></p> <ol style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a>) unless it is a foreign supplier with no local registered entity.</li> <li>b) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment.</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the tenderer 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.</li> <li>e) the tenderer has not:             <ol style="list-style-type: none"> <li>i) abused the Employer’s Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect.</li> </ol> </li> <li>f) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process.</li> </ol>

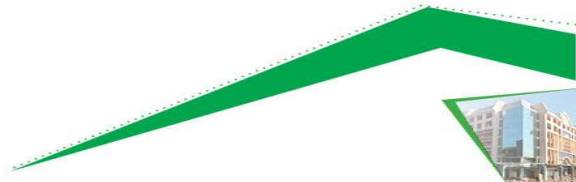


	<p>g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest that may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>i) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</p> <p>j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>k) the tender has offered a market-related. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>l) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>m) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> <li>• Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.</li> </ul>
T.2.1	<b>A. List of returnable documents</b>
1	<p><b>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"> <li>• Appropriate CIDB grading suitable for the works (as stated in 4.1).</li> </ul>
2	<p><b>Returnable Schedules required for tender evaluation purposes</b></p> <p>The tenderer shall fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> <li>• Record of Addenda to Tender Documents</li> <li>• Proposed amendments and qualifications</li> <li>• Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).</li> <li>• SBD 4, 6.1</li> <li>• Declaration for Local Content and Production</li> <li>• Protection of personal content: Consent</li> <li>• Form of Offer and Acceptance</li> <li>• Complete priced Bills of Quantities, including Final Summary</li> <li>• Certificate of Authority for Joint Ventures</li> </ul>
3	<p><b>Other documents required for tender evaluation purposes</b></p> <p>The tenderer shall provide the following returnable documents:</p> <ul style="list-style-type: none"> <li>• A CSD Report for a contractor with valid and correct information.</li> </ul>





	<ul style="list-style-type: none"> <li>A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)</li> </ul>
4	<p><b>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</b></p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> <li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li> </ul>
5	<p>Only authorized signatories may sign the original and all copies of the tender offer where required.</p> <p>In the case of a Bid being submitted on behalf of a <b>company, close corporation or partnership</b>, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore,</p> <p>In the case of a <b>joint venture or consortium</b>, at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.</p> <p>In the event that a resolution to sign <b>is not completed by all directors/ members of the enterprise</b>, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.</p> <p>No authority to sign is required from a company or close corporation or partnership which has <b>only one director or member</b>.</p> <p>In the event that a <b>non-member/ non-director to the enterprise</b> sign this declaration, and no authority is granted, it will automatically invalidate the bid.</p> <p><b><u>Accept that failure to submit proof of authorization to sign (where applicable), will result in the tender offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b></p> <p>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 nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by tenderers</b></p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>who is in the service of the state; or</li> <li>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>a person who is an advisor or consultant contracted with the Department or municipal entity.</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a member of:-             <ol style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ol> </li> <li>a member of the board of directors of any municipal entity;</li> <li>an official of any Department or municipal entity;</li> </ol>



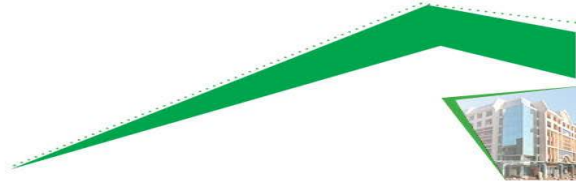
	<p>f) an employee of any national or provincial department;</p> <p>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>h) a member of the accounting authority of any national or provincial public entity; or</p> <p>i) an employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the tenderer</b></p> <p>The employer will respond to requests for clarification up to <b>5 (Five) working days</b> before the tender closing time.</p>
11	<p><b>Opening of tender submissions</b></p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p><b>Scoring quality / functionality:</b> N/A</p>
13	<p><b>Cancellation and re-invitation of tenders</b></p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) no acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the <b>Adjudication</b> route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>cidb</b> for investigation as a breach of the <b>cidb Code of Conduct</b> in terms of the <b>cidb Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



## PART T2 RETURNABLE DOCUMENTS



## **PART T2.1: LIST OF RETURNABLE DOCUMENTS**



## T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

### 1 Returnable Schedules required for quotation evaluation purposes

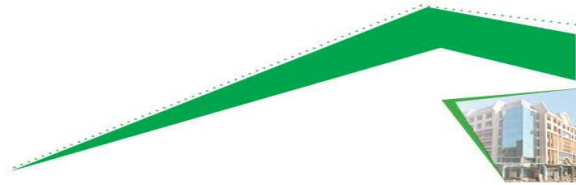
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

### 2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

### 3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 4, 6.1
- Declaration for Local content and production
- Protection of personal content: Consent

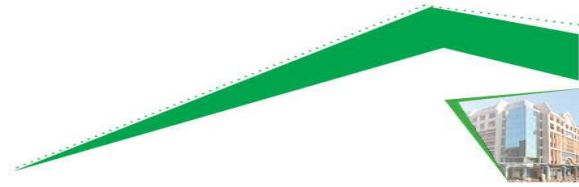


**PART A**

**SBD 1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE</b>					
BID NUMBER:	<b>SCMU5-24/25-0035</b>	CLOSING DATE:	<b>11 April 2024</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION:	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, FRONT CORNER OF QHASANA BUILDING ON THE WAY TO CIDB OFFICES LABELLED "TENDERS", BHISHO.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON	<b>Mr. Yandisa Mabekebeke</b>		
TELEPHONE NUMBER		TELEPHONE NUMBER	<b>051 611 9800</b>		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:yandisa.mabekebeke@ecdpw.gov.za">yandisa.mabekebeke@ecdpw.gov.za</a>		
<b>SUPPLIER INFORMATION</b>					
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
<del>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</del>	<del>TICK APPLICABLE BOX]</del> <input type="checkbox"/> Yes <input type="checkbox"/> No	<del>B-BBEE STATUS LEVEL SWORN AFFIDAVIT</del>	<del>[TICK APPLICABLE BOX]</del> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<del><b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b></del>					
(a) 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]	a) ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW ]		
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 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."

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



## Compulsory Enterprise Questionnaire

### A Compulsory Enterprise questionnaire

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: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number ..... Tax  
reference number .....

**Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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 tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

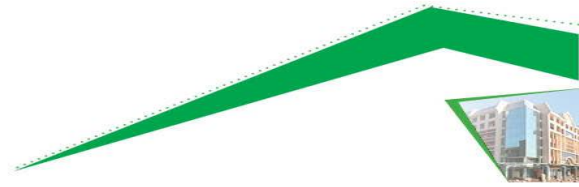
Signed .....

Date .....

Name .....

Position .....





## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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:

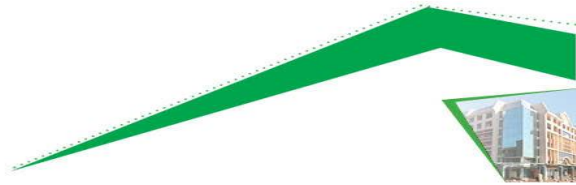
.....  
.....

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:

.....  
.....

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



**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 consortium<sup>2</sup> 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.

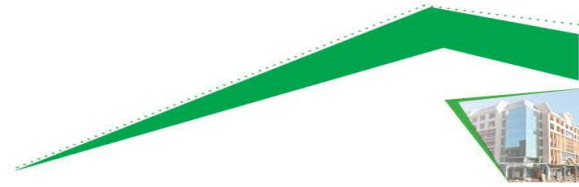
.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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



## SBD 6.1

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

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

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

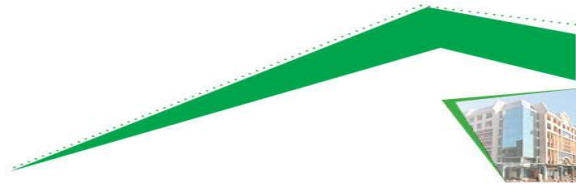
1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (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	POINTS
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS</b>	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>



- 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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES**

**3.1. POINTS AWARDED FOR PRICE**

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

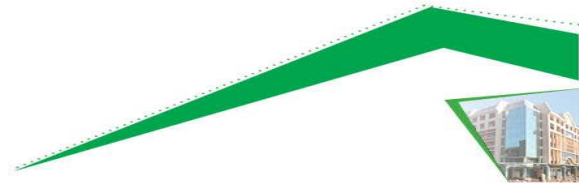
A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

**3.2. FORMULA 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:

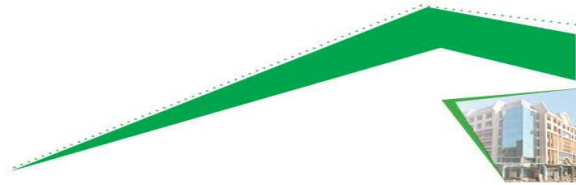
$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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.

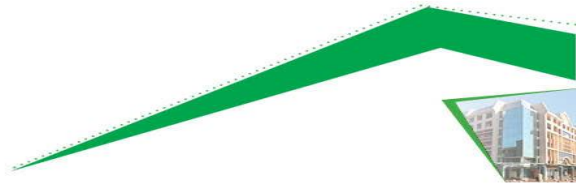


**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<b>Historically Disadvantaged Individual:-</b>				
(a) 100% black ownership	6		2	
(b) 51% to 99% black ownership	4		2	
(c) Less than 51% black ownership	0		0	
<b>Black women ownership:-</b>				
(a) 100% black women ownership	4		2	
(b) 30% to 99% black women ownership	2		1	
(c) Less than 30% black women ownership	0		0	
<b>Locality:-</b>				
(a) Locality	6		3	
(b) Outside Eastern Cape	2		1	
<b>People with disability:-</b>				
(a) 20% or more disabled people ownership	2		1	
(b) Less than 20% disabled people ownership	0		0	
<b>Local production and content (see Annexure B declaration certificate &amp; summary schedule attached):-</b>				
(a) Compliant to local content requirements	2		2	
(c) NON-Compliant to local content requirements	0		0	



**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:** .....

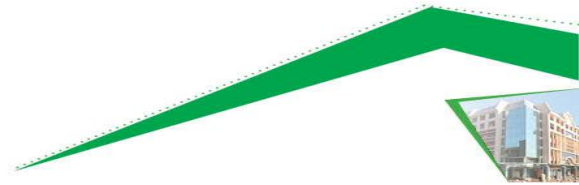
**ADDRESS:** .....

.....

.....

.....

.....



**ANNEXURE B**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Annexure forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. 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

**IN RESPECT OF BID NO.: SCMU5-24/25-0035: CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT AS PER SPECIFICATION TO THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

**ISSUED BY:** (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

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

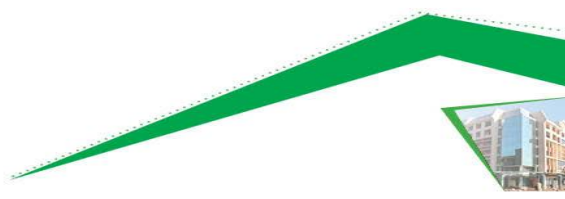
Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) 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.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

**SIGNATURE:** \_\_\_\_\_

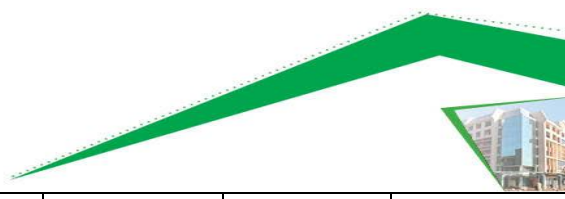
**DATE:** \_\_\_\_\_



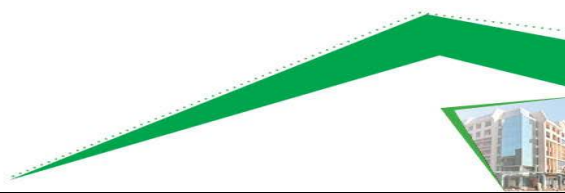


**Local Content – Declaration Summary Schedule**

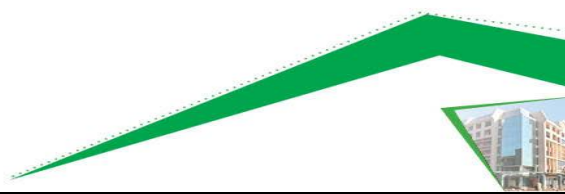
Item No.	Description of Services/Works/Goods	Unit of measure	Size	Quantity	Stipulated Minimum Threshold	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
				C1	C2	C3	C4	C5	C6	C7	C8
								(C3-C4=C5)		(C1 x C4 = C6)	
1.	Roof covering with pitch not exceeding 50 degrees			2378							
2.	Ridge 462 mm girth minimum 230 mm laps			225							
3.	150 x 130 x 150 mm High eaves gutter			406							
4.	Extra over eaves gutter for stop end			60							
5.	Extra over eaves gutter for outlet for 100 x 75 mm pipe			31							
6.	100 x 75 mm Rainwater pipes			93							
7.	Extra over rainwater pipe for bend			22							
8.	Extra over rainwater pipe for shoe			8							
9.	Cover flashing comprising of 450 mm girth galvanised ridge flashing			17							
10.	Counter flashing comprising of 300 mm girth galvanised ridge flashing			17							
11.	Chain operated door complete with guides			1							



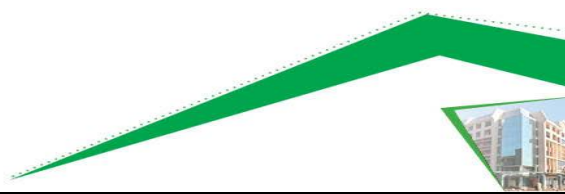
12.	Ditto, but 1730 x 1155 mm high			1						
13.	Curved back urinal 950 x 1200 mm high			1						
14.	Ditto, but size 1830 x 1200 mm high			1						
15.	Entrance double gate with side panels on both sides, size 2805 x 2105mm high			2						
16.	Entrance single gate 915 x 2105 mm high			3						
17.	Entrance double gate size 1730 x 2135 mm high			2						
18.	Entrance single gate size 880 x 2105 mm high			19						
19.	Entrance double gate size 1730 x 2105 mm high			1						
20.	Principal chair with high back			1						
21.	Principal correspondence rack 771 x 365 x 64 mm high			1						
22.	Principal desk 1600 x 900 x 750 mm high			2						
23.	Principal Credenza with sliding doors size 1100 x 511 x 750 mm high			1						
24.	Saligna teacher's desk size 1200 x 700 x 750 mm high			9						
25.	Powder coated mild steel canteen table,			20						



	2200 x 520 x 670 mm high									
26.	Bolts			10						
27.	80 mm M8 expansion bolt			42						
28.	75 x 50 x 3 mm Channel section L-shaped brackets 432 x 331 mm high			22						
29.	40 mm Waste pipes			87						
30.	50 mm Ditto			28						
31.	110 mm Ditto			22						
32.	40 mm Bend			32						
33.	50 mm Bend			10						
34.	40 mm Access bend			14						
35.	50 mm Access bend			3						
36.	40 mm Access bend with anti-syphon horn			4						
37.	40 mm Access junction			6						
38.	50 mm Access junction			2						
39.	15 mm Pipe			335						
40.	22 mm Ditto			226						
41.	15 mm Fittings			163						
42.	22 mm Fittings			106						
43.	15 mm Pipes fixed to walls			35						
44.	22 mm Ditto			8						
45.	40 mm Adaptor			15						
46.	110 mm Pan connector			1						
47.	40 mm Bend			36						
48.	110 mm Bend			3						
49.	40 mm Access bend			18						
50.	110 mm Access bend			2						
51.	110 mm Junction			5						
52.	100 mm Access junction			1						



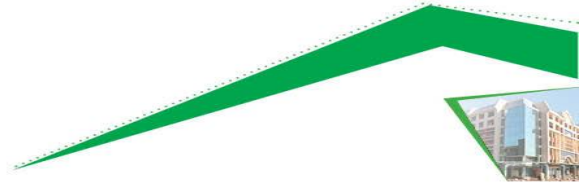
53.	110 mm "GI two-way" vent valve			1						
54.	Stainless steel double bowl vegetable sink size 1850 mm long			2						
55.	Stainless steel pot sink, size 900 mm long			1						
56.	15 mm Chrome plated pillar tap			21						
57.	15 mm Pipes fixed to walls			35						
58.	22 mm Ditto			8						
59.	Purpose made Type window size 900 x 1245 mm high			153						
60.	Purpose made Type window size 900 x 900 mm high			15						
61.	Sliding window size 900 x 1200 mm high			1						
62.	Sliding window size 1200 x 900 mm high			2						
63.	Fixed panel window size 1200 x 900 mm high			1						
64.	Double door in equal leaves with fanlight			2						
65.	Double door in equal leaves to fit block opening size 1760 x 2135 mm high			1						
66.	Double door in equal leaves to fit block opening size 1570 x 2135 mm high			2						
67.	Entrance double gate with side panels on both			2						



	sides size 2805 x 2105 mm high										
68.	Entrance single gate 915 x 2105 mm high			3							
69.	Entrance double gate with side panels on both sides size 1730 x 2135 mm high			2							
70.	Entrance single gate with 880 x 2105 mm high			19							
71.	Entrance doible gate with side panels on both sides size 1730 x 2105 mm high			1							
<b>BID PRICE EXC VAT (R)</b>											
<b>TOTAL IMPORTED CONTENT VALUE (R)</b>											
<b>TOTAL LOCAL CONTENT VALUE (R)</b>											

Signature of bidder \_\_\_\_\_

Date \_\_\_\_\_



## **PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)**

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

## **AGREEMENT**

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
  - a) They process the information only for the express purpose for which it was obtained.
  - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
  - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
  - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
  - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
  - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.



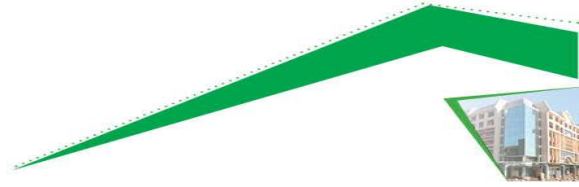
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations
  - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
  - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
  - c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
  - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

**On behalf of the Bidder:**

..... Signature	..... Date
..... Position	..... Name of the Bidder

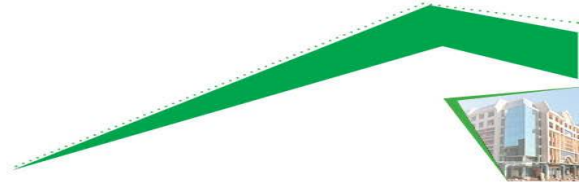
**On behalf of the Client:**

..... Signature	..... Date
..... Position	..... Name of Client Representative



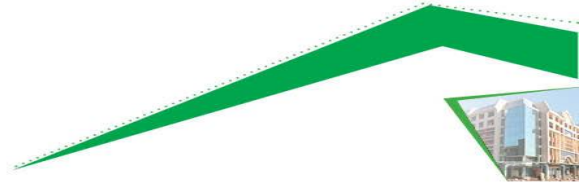
## THE CONTRACT





## **PART C1**

### **AGREEMENTS AND CONTRACT DATA**



## **PART C1.1: FORM OF OFFER AND ACCEPTANCE**



## C1.1- Form of Offer and Acceptance

**Annex C**  
*(normative)*

**FORM OF OFFER AND ACCEPTANCE**

<b>Project title</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU number</b>	<b>SCMU5-24/25-0035</b>

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT**

.....  
....

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

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

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

..... Rand (in words);

R .....(in figures)

(or other suitable wording)

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

Signature

.....

...  
Name

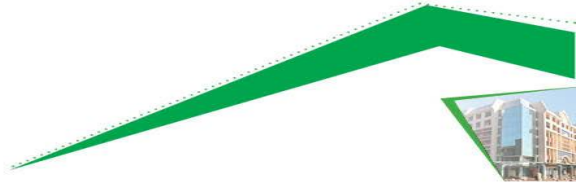
.....  
Capacity

.....  
**for the tenderer**

.....  
(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 tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 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 tender 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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five 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.<sup>1</sup>

Signature

.....

Name

.....

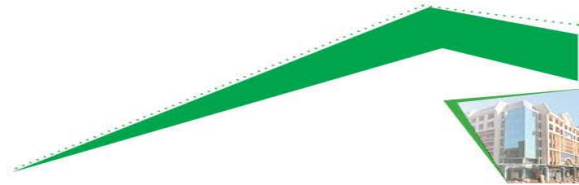
Capacity

.....

**for the Employer**

.....

(Name and address of organization)



Name and signature  
of witness ..... Date .....

**Schedule of Deviations**

1 Subject \_\_\_\_\_  
Details \_\_\_\_\_

2 Subject \_\_\_\_\_  
Details \_\_\_\_\_

3 Subject \_\_\_\_\_  
Details \_\_\_\_\_

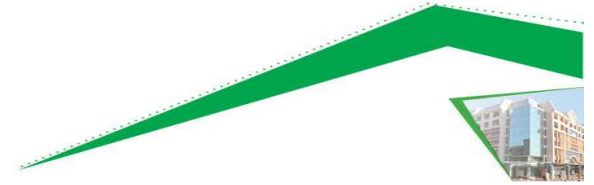
4 Subject \_\_\_\_\_  
Details \_\_\_\_\_

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

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

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties*



**A**

**RECORD OF ADDENDA TO BID DOCUMENTS**

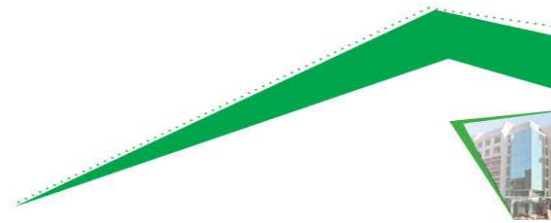
<b>PROJECT TITLE</b>		<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>	
<b>SCMU NUMBER</b>		<b>SCMU5-24/25-0035</b>	
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



**B**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

<p>The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.</p> <p>The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.</p>	
<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>

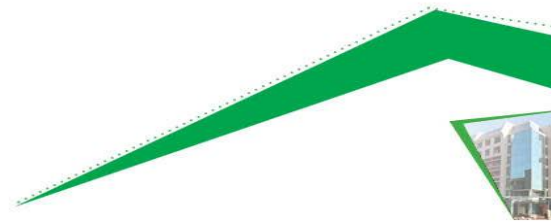
Page	Clause /Item	Proposal

**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 tenderer are within my personal knowledge and are to the best of my knowledge both true and correct**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_



**C**

**RESOLUTION FOR SIGNATORY**

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

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 or on company letter head.

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 tender 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: \_\_\_\_\_

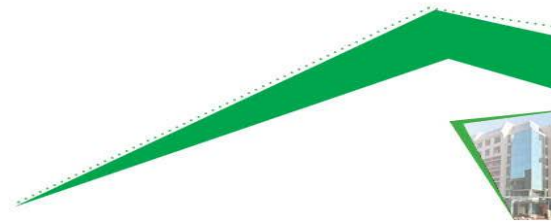
SIGNATURE OF SIGNATORY: \_\_\_\_\_

**WITNESSES:**

<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	
<b>DIRECTOR (NAMES)</b>		<b>SIGNATURE</b>	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

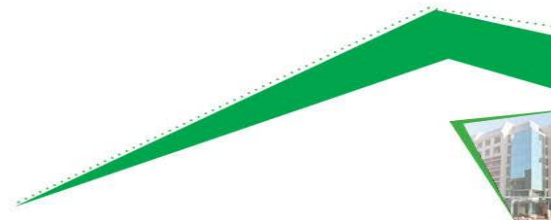




**D**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . . . . ....., authorized signatory of the company . . . . . ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>	
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>	
<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....
..... .		Signature. . . . . Name ..... Designation.....



**E**

**SCHEDULE OF PROPOSED SUBCONTRACTORS**

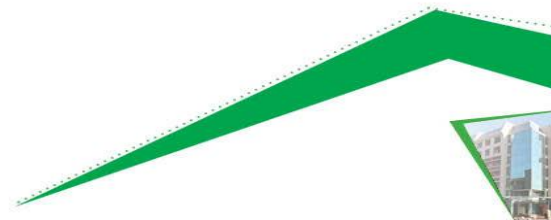
<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					



4					
5					

**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 tenderer are within my personal knowledge and are to the best of my knowledge both true and correct**

Signed

Date

-----

-----

Name

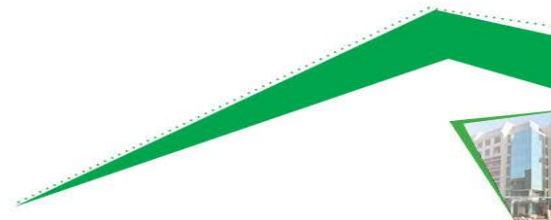
Position

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*Enterprise name*

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**F**

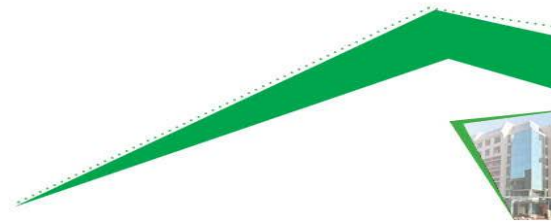
**CAPACITY OF THE BIDDER**

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. 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 tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.**

<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			



**G**

**RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS**

Tenderers 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 tenderer’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					

*If there are more projects, 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 tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

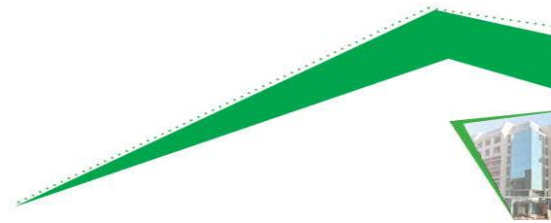
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



## H

### **RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS**

Tenderers 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 if this is different, the period during which the tenderer’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.	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 tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.**

Signed

Date

-----

-----

Name

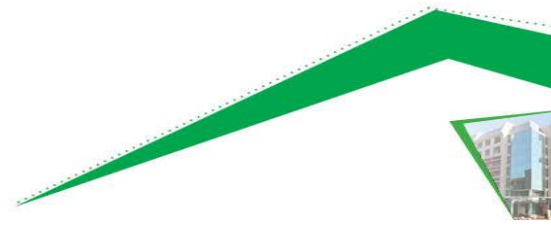
Position

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-----

*Enterprise name*

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!

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's tender must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

***If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes)***

Signed

Date

-----

-----

Name

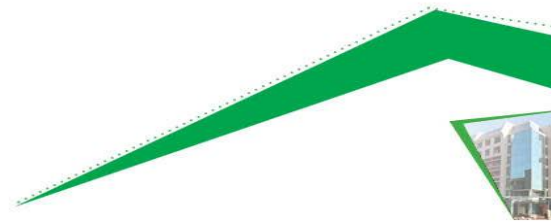
Position

-----

-----

*Enterprise name*

-----



**J**

**SCHEDULE OF TENDERER'S LITIGATION HISTORY**

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Date

-----

-----

Name

Position

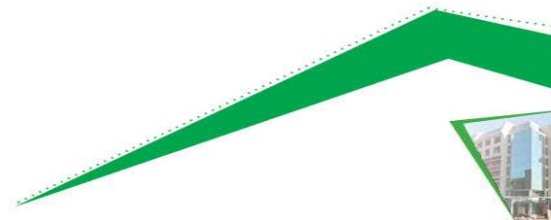
-----

-----

*Tenderer name*

-----





**K**  
**Project Reference Forms – 1**

<b>Project title:</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0035</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

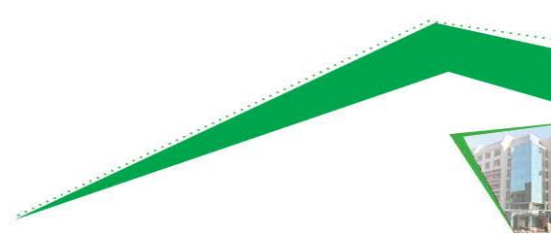
C. Any other comments:

---



---

D. My contact details are:



Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_

Signature of principal agent

**COMPANY STAMP**

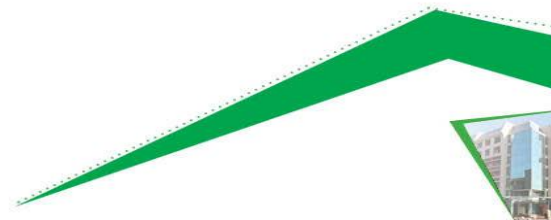
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



## Project Reference Forms – 2

**NOTE: This returnable document must be completed by the person who was the Engineer/Project**

<b>Project title:</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>Project Number:</b>	<b>SCMU-24/25-0035</b>

**Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

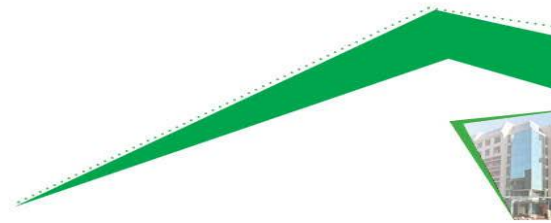
\_\_\_\_\_

\_\_\_\_\_

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

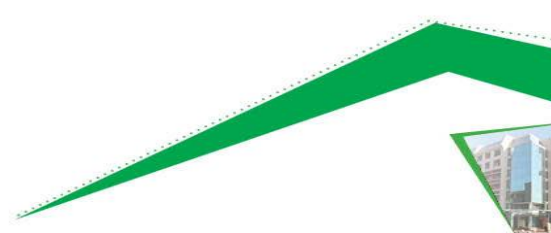
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



**Project Reference Forms – 3**

<b>Project title:</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0035</b>

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by \_\_\_\_\_ (name of tenderer):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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>TOTAL</b>						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

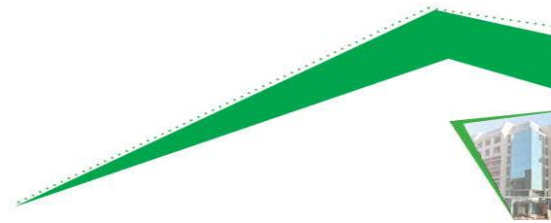
\_\_\_\_\_

\_\_\_\_\_

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
 Signature of principal agent

**COMPANY STAMP**

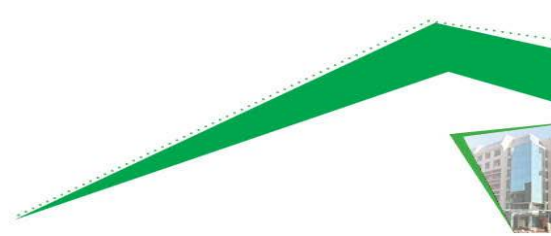
**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

\_\_\_\_\_  
 Name of Tenderer

\_\_\_\_\_  
 Signature of Tenderer

\_\_\_\_\_  
 Date



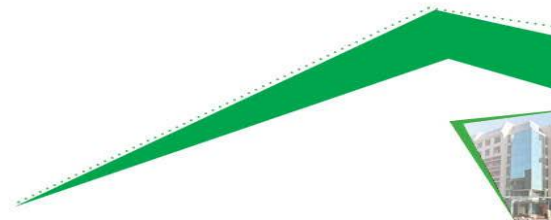
**L**

**BASELINE RISK ASSESSMENT**

<b>PROJECT TITLE</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

<b>Activity</b>	<b>Risk to Safety</b>	<b>Risk to Health</b>	<b>Risk to Environmental</b>	<b>Risk to Public Safety</b>	<b>Control Measures</b>
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*



## M

### A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

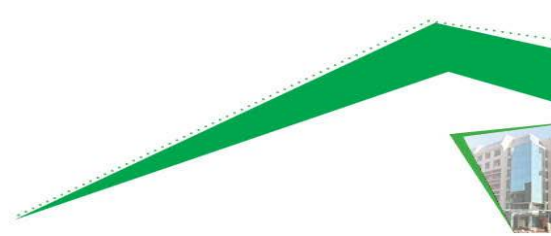
<b>PROJECT NAME</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>PROJECT DESCRIPTION (SCOPE)</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>SCMU NUMBER</b>	<b>SCMU5-24/25-0035</b>
<b>CONTRACTOR NAME:</b>	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

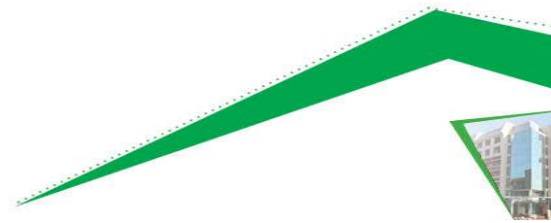
### A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
<b>1</b>	<b>Foundations:</b>	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
<b>2</b>	<b>Superstructure:</b>	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	
2.7	Doors (Timber)	





2.8	Doors Frames (Steel)	
2.9	Aluminium windows	
2.10	Aluminium doors	
<b>3</b>	<b>Internal Finishes:</b>	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirtings	
3.3	Floor finishes and skirtings (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
<b>4</b>	<b>External Finishes:</b>	
4.1	Bricks (all kinds)	
4.2	External Plaster	
4.3	External Wall Finishes (Painting)	
<b>5</b>	<b>Fittings and Furniture:</b>	
5.1	Ironmongery	
5.2	Sanitaryware	
5.3	Stainless Steel Fittings	
5.4	Blinds	

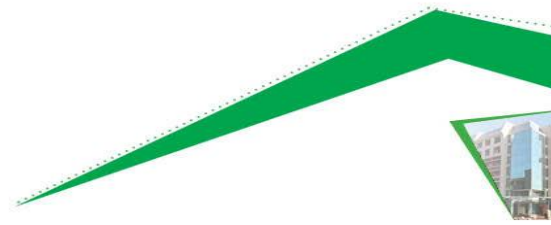


<b>6</b>	<b>Services:</b>	
6.1	Plumbing Pipes	
6.2	Plumbing Fittings	
<b>7</b>	<b>External Works:</b>	
7.1	Paving	
7.2	Kerbing	
7.3	Fencing	
7.4	Stormwater pipes	
7.5	Stormwater channels	
7.6	Water pipes	
7.7	Sewer Pipes	
	<b>TOTAL</b>	

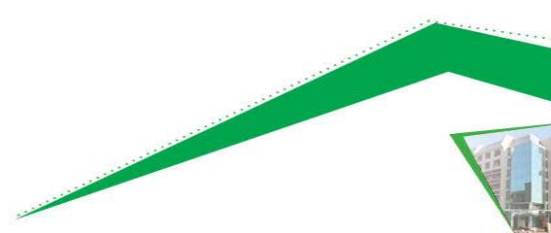
**B. CONFIRMATION**

- I.....(**Contractor name**)  
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

-----  
**Representative of the Contractor (Name)**      **Signature**      **Date**



## PART C1.2: CONTRACT DATA



**The Joint Building Contracts Committee® - NPC**  
**CONTRACT DATA**  
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES  
**Principal Building Agreement**  
**Edition 6.2 - May 2018**

**A PROJECT INFORMATION**

**A1.0 Works [1.1]**

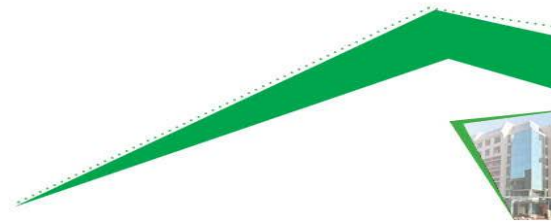
Project name	CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT
Reference number	SCMU5-24/25-0035
Works description	Refer to document C3 – Scope of Work

**A2.0 Site [1.1]**

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Sterkspruit, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	Senqu Local Municipality, in the Joe Gqabi District

**A3.0 Employer [1.1]**

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Yandisa Mabekebeke		
E-mail	<a href="mailto:yandisa.mabekebeke@ecdpw.gov.za">yandisa.mabekebeke@ecdpw.gov.za</a>		
Mobile number	076 7921 030	Telephone number	051 611 9800
Postal address	Private Bag, X5002, Sterkspruit	Postal Code	9762
Physical address	Block F, Bensonvale Office Complex, Sterkspruit	Postal Code	9762



**A4.0 Principal Agent [1.1]**

Name	Mr. Yandisa Mabekebeke		
Legal entity of above	DPW&I	Contact person	Yandisa Mabekebeke
Practice number	N/A	Telephone number	051 611 9800
		Mobile number	076 7921 030
Country		E-mail	Yandisa.mabekebeke@ecdpw.gov.za
Postal address	Private Bag, X5002, Sterkspruit	Postal code	9762
Physical address	Block F, Bensonvale Office Complex, Sterkspruit	Postal code	9762

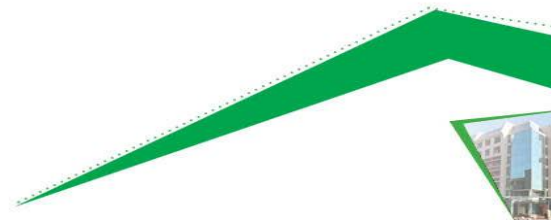
**A5.0 Agent [1.1]**

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

**A6.0 Agent [1.1]**

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

**A4.0 Agent [1.1]**



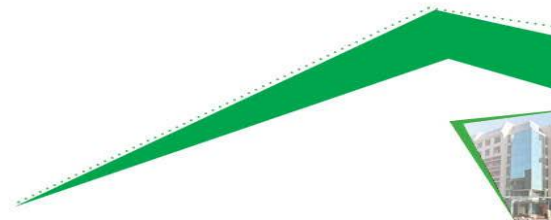
Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
Physical address			

**A5.0 Agent [1.1]**

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

**A6.0 Agent [1.1]**

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



## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	<b>Standard System of Measuring Building Work (Sixth Edition) as amended</b>
---	--

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

<b>Law</b> applicable to the <b>works</b> , state country [2.1]	<b>Republic of South Africa</b>
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### B 3.0 Offer and acceptance [3.0]

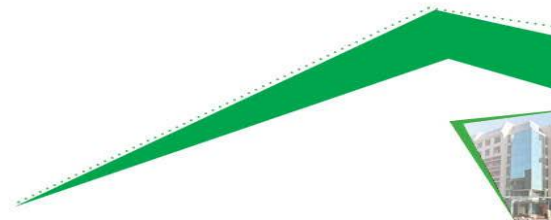
Currency applicable to this <b>agreement</b> [3.2]	<b>South African Rand</b>
--	---------------------------

### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at no cost [5.6]	<b>Three (3)</b>

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC®</b> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The <b>JBCC®</b> General Preliminaries for use with the <b>JBCC®</b> Principal Building Agreement, Edition 6.2 May 2018	1 to 30

<b>Contract drawings</b> – description	Number	Revision	Date



**B 5.0 Employer's Agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2]
<b>Principal Agent</b>

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3]
<b>None</b>

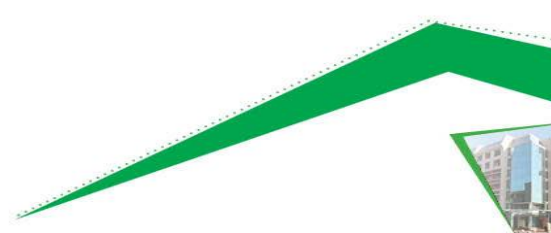
**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)			
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )			
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance			X
	Escalation, professional fees and reinstatement costs if not included above			X
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by <b>Contractor</b>			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New <b>works</b> [10.1.1]		N/A	N/A

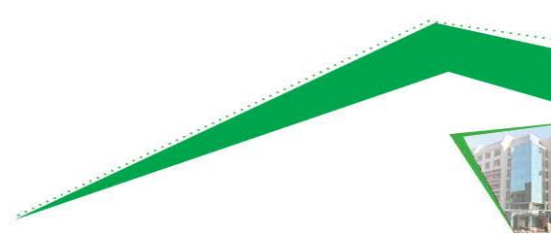




	<b>(contract sum or amount)</b>			
or	<b>Works with practical completion in sections [10.2] (contract sum or amount)</b>		N/A	N/A
or	<b>Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)</b>		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	<b>Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>		N/A	X
	<b>Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance</b>		N/A	X
	Escalation, professional fees and reinstatement costs if not included above		N/A	X
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/ No?	No	If yes, description 2		

**B 7.0 Obligations of the employer [12.1]**

<b>Existing premises will be in use and occupied [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restriction of working hours [12.1.2]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description	The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance		
<b>Natural features and known services to be preserved by the contractor [12.1.3]</b>		<b>Yes / No?</b>	<b>No</b>
If yes, description			
<b>Restrictions to the site or areas that the contractor may not occupy [12.1.4]</b>		<b>Yes / No?</b>	<b>Yes</b>



If yes, description	Work areas and restricted areas shall be defined at Site Handover		
<b>Supply of free issue [12.1.10]</b>	Yes / No?	<b>No</b>	
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

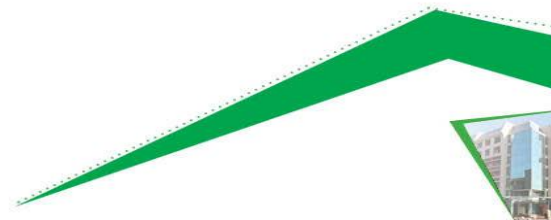
Yes / No?	No	If yes, description of specialisation
Specialisation 1		Paving
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

**B 9.0 Selected subcontractors [15.0]**

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Mechanical Installations
Specialisation 2		Electrical Installations
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

**B 10.0 Direct contractors [16.0]**

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		
Extent of work [12.1.11]		



**B 11.0 Description of sections [20.1]**

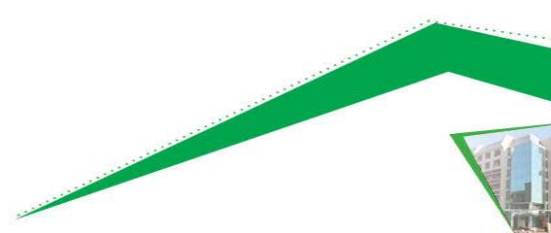
<b>Section 1</b>	N/A
<b>Section 2</b>	N/A
<b>Section 3</b>	N/A
<b>Section 4</b>	N/A
<b>Section 5</b>	N/A
<b>Section 6</b>	N/A
<b>Section 7</b>	N/A

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	<del> </del>	working days	Period in months	Penalty amount per calendar day (excl. tax)
	<del> </del>	<b>10 Working days</b>	<b>15 (Calendar) Project as whole</b>	<b>2.25 cent/R100 of Contract amount</b>

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
	<del> </del>	working days	Period in months	Penalty amount per calendar day (excl. tax)



Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Remainder of the				

Criteria to achieve <b>practical completion</b> not covered in the definition of <b>practical completion</b>
No further Criteria

**B 13.0 Defects liability period [21.0]**

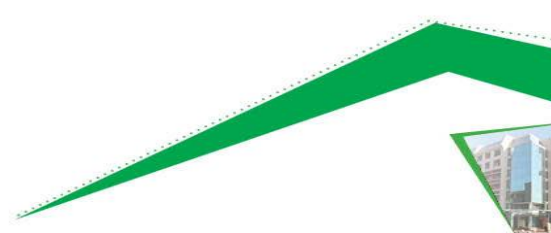
Extended defects liability period: Refer B17.0 [21.13]	<b>Yes / No?</b>	<b>Yes</b>
If yes, description of applicable elements	<b>All works</b>	

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	<b>30<sup>th</sup></b>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	<b>Yes / No?</b>	<b>no</b>	
If yes, method to calculate			
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	<b>Thirty (30) calendar days</b>		

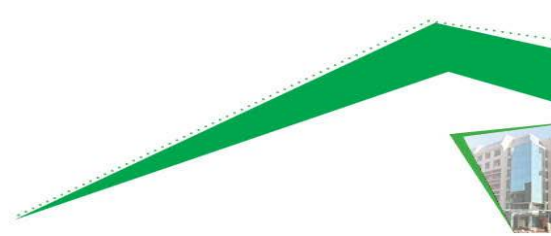
**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10] Name of nominating body	<b>Refer to Part C1.3 Dispute Resolution Mechanism</b>		
Applicable rules for adjudication [30.6.2]	<b>Adjudication in accordance with the CIDB adjudication process</b>		
Arbitration [30.7.4; 30.10]	<b>Yes / No?</b>	<b>No</b>	
If Yes, name of nominating body			
*If No, then dispute will be referred to litigation			
Applicable rules for arbitration [30.7.5]	N/A		



**B 16.0 JBCC® General Preliminaries – selections**

Provisional bills of quantities [B2.2]		<b>Yes / No?</b>	<b>Yes</b>
Availability of construction information – is the construction information complete? [B2.3]		<b>Yes / No?</b>	<b>Yes</b>
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - <b>defects</b> - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of <b>site</b> in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the <b>works</b> - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Electricity [B8.2]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
	By <b>employer</b> – metered	<b>Yes / No?</b>	<b>No</b>
Ablution and welfare facilities [B8.3]	By <b>contractor</b>	<b>Yes / No?</b>	<b>Yes</b>
	By <b>employer</b>	<b>Yes / No?</b>	<b>No</b>
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		No specific requirements	
Disturbance - specific requirements [B11.5]		No specific requirements	
Environmental disturbance - specific requirements [B11.6]		No specific requirements	



## B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

### 1.1 Definitions

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

### 3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

### 6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

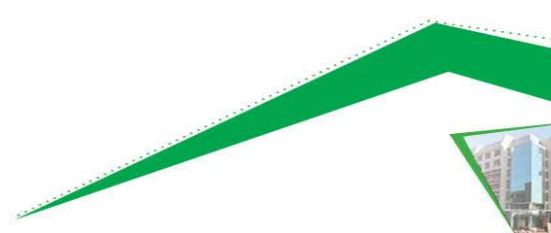
### 9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

### 10.0 Insurances

Add the following as 10.1.5.1:

#### Hi 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 sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

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

The contractor shall, from the date of possession of the **site** 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

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

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

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

#### 10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

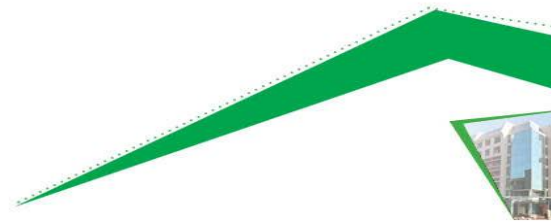
#### 10.1.5.1.4

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 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. 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

### 11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**



## 12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

## 19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

## 21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

## 25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

## 27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

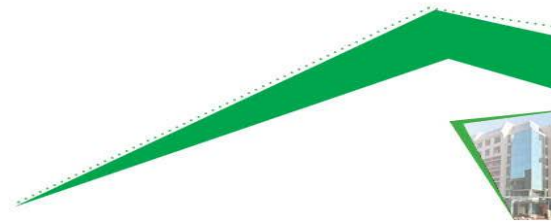
## 29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract





## C TENDERER'S SELECTIONS

### C 1.0 Security [11.0]

<b>Guarantee for construction:</b> Select Option A or B		<b>Option:</b>	
Option A	<b>Payment reduction of 10% of the value certified in the payment certificate</b>		
Option B	<b>Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate</b>		
<b>Guarantee for payment by employer</b> [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]		Not Applicable	

### C 2.0 Contractor's annual holiday periods during the construction period

Year 1 <b>contractor's</b> annual holiday period	start date		end date	
Year 2 <b>contractor's</b> annual holiday period	start date		end date	
Year 3 <b>contractor's</b> annual holiday period	start date		end date	

### C 3.0 Payment of preliminaries [25.0]

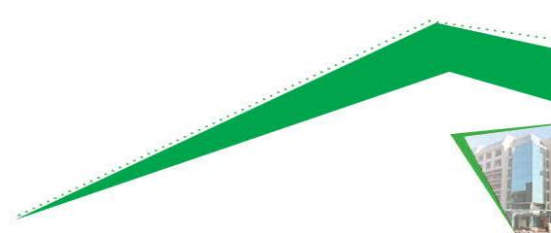
<b>Contractor's selection:</b> Select Option A or B		<b>Option:</b>	
Where the contractor does not select an option, Option A shall apply			

#### Payment methods

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

#### Lump sum contract

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



**C 4.0 Adjustment of preliminaries [26.9.4]**

<b>Contractor's selection:</b> Select Option A or B	<b>Option:</b>	
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Where the contractor does not select an option, Option A shall apply

**Provision of particulars**

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

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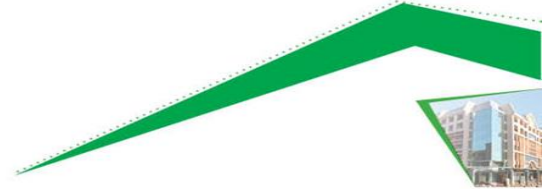
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working <b>days</b> of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances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

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

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

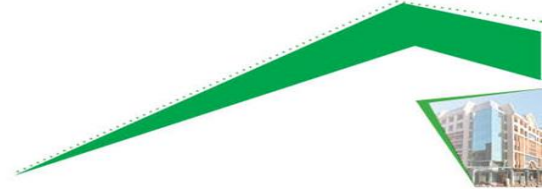
Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment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

**Lump sum contract**

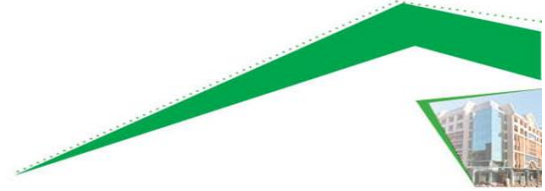
Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations



## **PART C1.3: DISPUTE RESOLUTION MECHANISM**



## C1.3 CIDB ADJUDICATOR'S AGREEMENT



This agreement is made on the ..... day of ..... between:.....  
 ..... (name of company / organization) of .....  
 ..... (address) and..... (name of  
 company / organization) of .....  
 ..... (address) (the  
 Parties) and..... (name) of .....  
 ..... (address) (the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated .....  
 and known as.....  
 and these disputes or differences shall be/have been\* referred to adjudication in accordance with the  
 CIDB Adjudication Procedure, (hereinafter called “the Procedure”) and the Adjudicator may be or has  
 been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is  
 duly authorized to sign for and  
 on behalf of the first Party in the  
 presence of

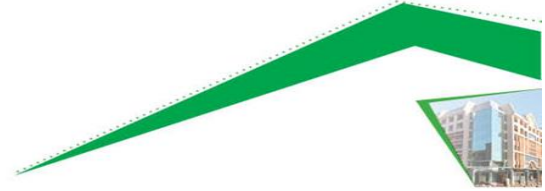
SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 who warrants that he / she is  
 duly authorized to sign for and  
 behalf of the second Party in  
 the presence of

SIGNED by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 the Adjudicator in the presence  
 of

Witness  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness:  
 Name \_\_\_\_\_  
 Address: \_\_\_\_\_

Witness:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

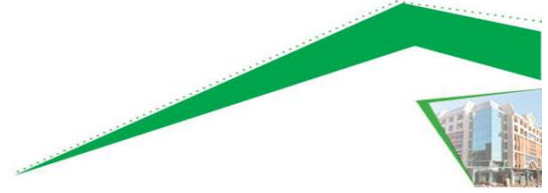


Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within . . . . . days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

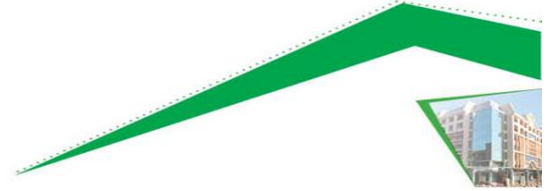
\* Delete as necessary



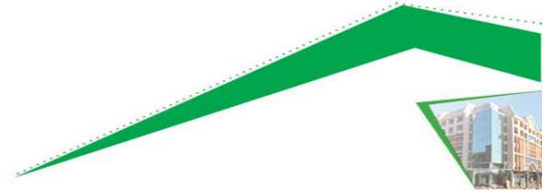
## **CONSTRUCTION HEALTH AND SAFETY**

### **AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS**

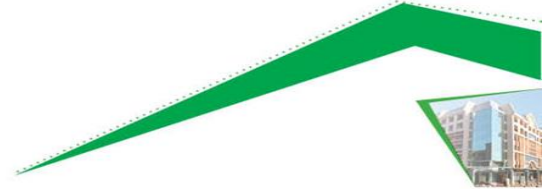




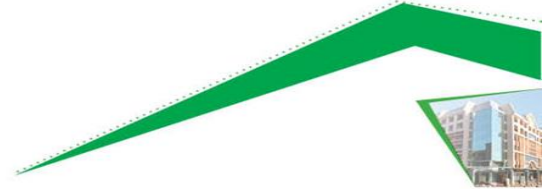
**EPWP SPECIFICATION**  
**AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL**  
**EPWP SPECIFICATIONS AND REQUIREMENTS.**  
**FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT**  
[www.epwp.gov.za](http://www.epwp.gov.za)



## PART C2 PRICING DATA



## PART C2.1: PRICING INSTRUCTIONS

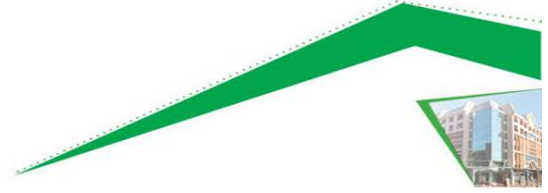


## C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
  - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018 with amendments from JBCC Edition 4.1, prepared by the Joint Building Contracts Committee, The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 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 document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications: General Specification (PW371-A) Edition 2.0” is obtainable on the Department’s website ([http://www.publicworks.gov.za/](http://www.publicworks.gov.za) under “Consultants Guidelines”), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document “Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0” is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)



- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include 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.
17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

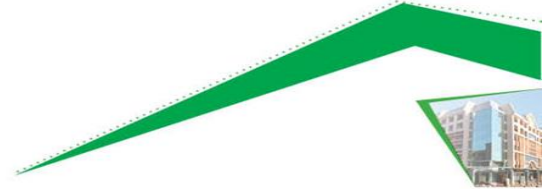


## **PART 3 - LIST OF DRAWINGS – SEE ANNEXURE 2**

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings to the Contractor at commencement of the construction phase

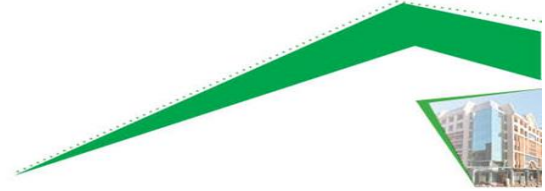
### **DRAWINGS**

### **DESCRIPTION**



## **PART C3**

# **SCOPE OF WORKS**



### C3 SCOPE OF WORK

#### C3 Scope of Work

<b>Project Name:</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>Tender No:</b>	<b>SCMU5-24/25-0035</b>

#### C3.1 Scope of Works

##### Description of Works

This scope of works defines key project milestones and nature of work that the contractor is expected to perform in identified areas for the **CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT** within the Joe Gqabi Region. The details of the works are set out in the Bills of Quantities with provision for changes as directed by the client should the need arise.

##### Scope of Works

The scope of work for Phase 1 – Social Development will be as follows:

The works will include the construction of seven (7) new classrooms and support spaces, demolitions, nutrition block, admin block, grade R classroom and toilets, multipurpose classroom, assembly area, under cover play area, sand pit, ramps & walkways, sidewalks and paving, tanks & tank stands, elevated tank, landscaping, storm water drainage and Refuse Room. All buildings will be single story and scope shall include Electrical and Mechanical Works

#### 3.2 Contract Period

The works is of a generally minor nature and can be completed and expedited over a short period by a competent contractor. The works are to be completed in a construction period of no more than 15 months from date of site handover.

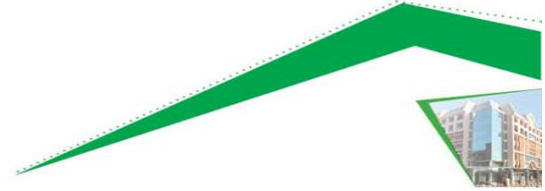
The successful bidder will need to order the prefabricated buildings immediately, once contract commenced.

#### 3.3 Restrictions and Constraints

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance
- Noise must be kept to a minimum and within acceptable levels at all times. It is possible that the hospital could impose restricted times for demolition due to the close proximity of the site to existing accommodation
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the Facilities Manager and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval
- Dust emanating from the work site must be controlled

#### Operational Protocols





- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the management of the hospital to always ensure a cohesive spirit of co-operation

### **Access**

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

### **3.4 ACCEPTANCE OF TENDERS**

**The Employer is not bound to accept the lowest, or any tender, or any portion of any tender**

### **3.5 MINIMUM WAGE**

The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

### **3.6 TEMPORARY WORKS**

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

### **3.7 EMPLOYER'S DESIGN**

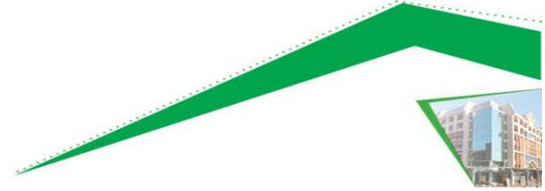
N/A

### **3.8 DESIGN BRIEF**

N/A

### **3.9 DRAWINGS**

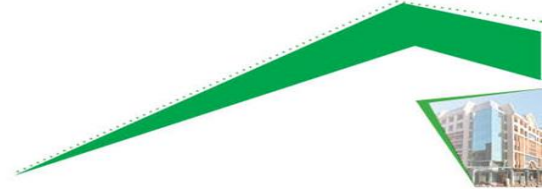
Refer to: (*PART 3 - LIST OF DRAWINGS/ANNEXURES*) for drawing register



**PART C4**  
**SITE INFORMATION**

**C4.1 SITE INFORMATION**

<b>Project title:</b>	<b>CONSTRUCTION OF NKOPANE JSS FOR THE DEPARTMENT OF EDUCATION IN STERKSPRUIT</b>
<b>Project Number:</b>	<b>SCMU5-24/25-0035</b>



## **GENERAL**

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”  
(Refer to *Scope of Works C3*)

The site is the existing site is located at Nkopane Location in Sterkspruit, Eastern Cape.

### **Existing Site/Premises to be fenced at all times**

Prospective bidders are to note that it is a condition of contract that the site shall be fenced and secure at all times.

Existing fencing cannot be demolished as a whole, and new fencing erected afterwards.

Bidders are to price accordingly.