



Department of Public Work & Infrastructure • Block F • Bensonvale Office Complex • Sterksprult • Eastern Cape Private Bag X5002 • Sterksprult • 9762 • REPUBLIC OF SOUTH AFRICA
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TENDER

MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION. JGR5-21/22-0037

NAME OF COMPANY:	
CSD Nr:	
CRS Nr (CIDB):	
CLOSING DATE <u>: 11 March 2022</u>	TIME: 11h00

Department of Public Works and Infrastructure Bensonvale Office Complex Block F Herschel Main Road Sterkspruit 9762





PART T1: TENDER PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Eastern Cape Department of Public Works & Infrastructure invites contractors with a CIDB Grading of 1GB or 1GB PE only in the following Class of works (GB) to tender for the MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037

The Eastern Cape Department of Public Works & Infrastructure will enter into a JBCC Minor works agreement edition 5.2 with the successful bidder.

Tender documents are downloadable from Department of Public Works & Infrastructure website (www.edcpw.gov.za/tenders) from 25 February 2022. Due to Covid 19, tenderers are encouraged to download the tender document.

Queries relating to the issue of these documents may be addressed in writing to Mr. Tieho Nyokana email: Tieho.Nyokana@ecdpw.gov.za. Tieho.Nyokana@ecdpw.gov.za. Tieho.Nyokana@ecdpw.gov.za. Technical enquiries: may be addressed in writing to Mr. Tieho.Nyokana@ecdpw.gov.za. Mlingani.Tshangana@ecdpw.gov.za.

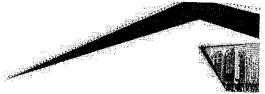
The closing time for receipt of tenders by the ECDPW&I is 11:00am on 11 March 2022. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked tenders "MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037" Documents must be deposited in the bid box, Department of Public Works & Infrastructure & Infrastructure, Bensonvale Office Complex, Block F, Sterkspruit, 9762.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time at 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. No delivery 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 fill be evaluated in Two (2) Phases as follows:

Stage 1: Compliance, Responsiveness to the Bid rules and conditions

Stage 2: Price and preference (80/20 system)

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

Maximum points on price

80 points

Maximum points for B-BBEE

20 points

Maximum points

100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The Department of Public Works & Infrastructure SCM policy applies.

Tender validity period is 60 days.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked "MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037" must be deposited in the bid box, Department of Public Works & Infrastructure, Bensonvale Office Complex, Block F, Herschel Main Road, Sterkspruit, 9762.

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES

Mr T. Nyokana

Tel No: 051 611 9800

Email Address: Tieho.Nyokana@ecdpw.gov.za

TECHNICAL ENQURIES

Mr. M. Tshangana

Tel No.: 051 611 9800

Email Address: Mlingani.Tshangana@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701





T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019), Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause					
number 3.1	Tender Data				
0.1	The Employer is Public Works The tender documents issued by the				
	The tender documents issued by the employer comprise the following documents:				
	Part T1: Tendering procedures				
	T1.1 - Tender notice and invitation to tender				
	/ T1.2 - Tender data				
	Part T2: Returnable documents				
	T2.1 - List of returnable documents				
	T2.2 - Returnable schedules THE CONTRACT				
	Part C1: Agreements and Contract data				
	C1.1 - Form of offer and acceptance				
	C1.2 - Contract data				
	Part C2: Pricing data				
	C2.1 - Pricing assumptions				
	C2.2 - Pricing schedule				
	Part C3: Scope of work C3 - Scope of work				
	Part C4: Site Information				
	C4 - Site information				
3.2	The tender documents issued by the employer comprise the documents listed on the contents page				
3.4	The employer's agent is:				
	Name: Mlingani Tshangana				
[Department of Public Works & Infrastructure				
	Bensonvale Office Complex Block F				
	Sterkspruit				
	9762				
1	Tel: 051 611 9800				
	Fax: N/A				
	E-mail: <u>Mlingani.Tshangana@ecdpw.gov.za</u>				
.4	The language for communications is English				
0.0	The competitive negotiation procedure shall be applied				
	Two (2) stage procurement procedure shall be applied				
	render's obligations				
'' ''	Only those tenderers who satisfy the following eligibility criteria and who provide the required				
	evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:				
'	***				
	Only those tenderers who are registered with CIDB or capable being so prior to the evaluation of submissions. In a great of the capable being so prior to the capable being so prior				
	evaluation of submissions, in a contractor grading designation equal to or higher a				
	contractor grading designation in accordance with the sum tendered, or value				
	determined in accordance with regulation 25(4B) or 25(7A) of the Construction Industry				
	work, are digible to have their tenders evaluated.				
	Tax matters are in order. Directors or company to the property of th				
	 Directors or company is not in the Treasury's database of restricted suppliers 				





4.3	The land and a second with the land and the
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completenes and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents
	I reat as confidential all matters arising in connection with the tonday I began a
	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 conice of the Little
	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
4.8	Seek clarification
	Request clarification of the tender documents, if necessary, by notifying the employer at least 5
4.10	Condition at a required to state the rates and ourronging in Daniel
	I WOUND III INC TAIRS Drices and the tendered total at the second of the second
	The process of the pr
4.10(a)	
4. IV(a)	If after the commencement of the Contract, the cost or duration of the services is altered as a
	Service Provider or Project Manager furnished the Employer with detailed justification to the Price or Period of the Performance (or both).
4.11	
	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.
.12	Main tender offers are not required to be submitted together with alternative tenders.
1.12.1	
1.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
	Submit Submitted as an original.
	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 degree at the contract of
.13.2	Sign the original and all copies of the tender offer whom required it.
.13.3	2. Total occurry in the difficult (if IN/A is regulared and chall remain velicity
.13.5	The employer's details and address for delivery of tondor offers and the viscous
i	Location of tender hox: DEPARTMENT OF DURING WORKS & WITH A CONTROL
	Jordan additional Deligotify the Complete Block & Bordakat Maria Barria B.
	9762.
	Identification details: "MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT
12.4	O'OO''' Q QUUG I I MIGICII ZIIZZ. TIMO' 11'III am
13.4	The tenderer is required to submit with his tender the following cortification:
	'/ MODE OF THE COLUMN STANSING STANSING STANSING AND THE TAIL OF T
1	The state of the County Allican Revenue Services
12.5	2) CIOD Certificate
13.5	A two-envelope procedure will not be required.
1.13.5	Ine "URIGINAL" and "COPY" are to be submitted as appears
13.6	relephonic, televidonic, telex faceimile or e-mailed tenden effect in the contract of the cont
I	
	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.





4.45	
4.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to
	Engury that the ample of the control
	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 Process
Ī	later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.
	Accord that the
	Accept that, if the employer extends the closing time stated in the tender data for any reason, the
4.16.1	extended deadline.
4.16.1	The tender offer validity period is 60 days.
1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data after the closing time stated in the
ł	
4.16.2	
	in any tenderer wito his submitted a tender offer or a contractor who has a such a contractor who has a contractor
	as relevant: withdrawn such tender or quotation after the advertised closing date and
1	1 and of the Level of Science, after having book better 1 -th -
	or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered promised or given a terminated for reasons within their control
j	
ľ	or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference desired and leave the control of the contr
ļ	or declaration with regard to a preference claimed, 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, push to placed faith or reasonable steps were taken
ĺ	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 COMPANIES.
ĺ	Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery
ļ	Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	
4.20	Access shall be provided for the following inspections, tests and analysis: N/A
	Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW&I
5	Employer's undertakings
5.1	The Complement of the Compleme
0.1	The Employer will respond to requests for clarification received up to Two (2) working days before the tender closing time. If as a result of the investment of the least tender closing time.
	the closing time stated in the tender data, grant such extension and notify all respondents
5.2	
5.4	The employer shall issue addenda until Five (5) working days before tender closing time.
5.6	
0.0	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation person not officially concerned with such processes,
·	successful tenderer.





Clause number							
5.8							
	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.						
5.9	Arithmetical errors, omission and discrepancies 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.						
5.11.1	The financia	offer will be reduced to a comparative bas	sis using the Tender Asses	ssment Schedule.			
]	Formula 1	Comparison almod at achieving	Option 4*	Option 2*			
	Annual Properties and the suppression of	Highest price or discount	A=(1+4-21)	A = 2%			
	2.	Lowest price or percentage commission / fed	$A = \left(1 + \frac{(P - P_n)}{P_m}\right)$ $A = \left(1 - \frac{(P - P_n)}{P_m}\right)$	A = # = /6			
	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.						
5.11.2	The procedure for the evaluation of responsive tenders is Method 1: Price only.						





Clause number	Tender Data
5.11.3	The procedure for the evaluation of responsive tenders is Method 2: Compliance and Responsiveness & Price and Preference.
	Stage 1: Compliance, Responsiveness to the Bid rules and conditions Stage 2: Price and preference (80/20 system)
	1. STAGE ONE: COMPLIANCE AND RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES
	A. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid documents.
ļ	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:
	 Bid Document (This Document must be submitted in its original format) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
	 Bidder must be registered with CIDB grading of 1GB OR 1GB PE only as per the bid notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active.
	 Bidders must be a legal entity or partnership or consortia. Form of offer and Acceptance must be duly completed and signed. N.B Where there is a discrepancy between the amount in figures and the amount in words the amount in words.
	Returnable Schedule: SBD1-Invitation to bid: PART B must be duly completed and signed. N. B (It is compulsory to complete the followings):
	Capacity under which this bid is signed and the date) 7. SBD 4- Declaration of Interest must be duly completed and signed 1) All question from 2.7 up to 2.11 must be adequately answered, Paragraph 3 and paragraph 4 must be adequately completed,) Failure to comply the bidder will be
	2) In the event that a director or one of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2444 february
	that the bidder will be eliminated. (That information will be verified by evaluation committee through CSD) 8. SBD 8- Declaration of Bidder's past Supply Chain Management Practices. Must be duly completed and signed.
	SBD 9- Certificate of Independent Bid Determination must be duly completed and signed.
	 Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered.





Clause		<u> </u>				
number 5.11.3						
5.11.3	Other Conditions of bid-Non Eliminating					
	 All bidders' tax matters should be in order prior award. Bidders' tax matters will be verified through CSD. 					
	Returnable Schedule: SBD1 - Invitation to Bid - Part A should be completed and signed.					
	A valid original or copy of B-BBEE certificate or should be submitted with the bid OR a vertical or should be submitted with the bid OR a vertical or should be submitted with the bid OR a vertical or should be submitted with the bid OR a vertical or should be submitted with the bid OR a vertical or should be submitted with the bid OR a vertical or should be submitted with the bid OR as vertical or should b	certified by Commissioner of Oaths				
	to qualify for preference points for R-RREE	SC000) must be submitted in order				
	5. This tender will be awarded as a whole. All trade					
i	Company composition should be completed and Compulsory Enterprise Questionnaire should be Compulsory Declaration should be	signed				
	i o omposory Decialation should be Completed or	5 m m m m m m m				
	i wie uiter lanv of the items guoted for) is "Ve	at Inchesion 20 at a second at				
	number of service provider must be indicated. Bi VAT if they are not VAT registered.	idders are not entitled to claim the				
	10. Bidders should submit a minimum of three (3)	Numitée en				
		letails). Refer to Annexure Land				
ł	11. The bidder should also list all projects where litigations have been concluded. The form for this	there are pending litigations or				
	Unless it is used for Qualityffunctionality Dates					
	14. Bloders should submit their company profiles, that at a subject to					
	machinery and any other additional capacity with the bid. Refer to Annexure K and					
	13. Bidders should submit a list of projects where he are he had a					
1						
ŀ	an elimination factor, but important for the department to make a decision.					
1	similar/equivalent or better					
	 The bidder must be registered on the Central Supplier Database (CSD) prior the award. 					
11.3						
	2. STAGE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017					
	<u> </u>					
	The 80/20 preference point system shall be applied for the requirements of the <i>Proferential Programment Believe</i> 5.	Durposes of this hid as por the				
		nework Act, 2000 (Act No. 5 of				
1	2000) and B-BBEE/ PPPFA Regulations of 2017	, , , , , , , , , , , , , , , , , , , ,				
	Criteria					
	POINTS ON PRICE	Points				
ł	B-BBEE	80				
	TOTAL	20				
		100				
ר	The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:					
V						
1	(a) The following formula must be used to calculate th	e points for price in respect of tandom				
	value of R 50 000 000 (all applicable taxes included	d):				
1	(D4 D : \					
	$Ps = 80 \left(1 - \frac{Pt - P \min}{P \min} \right)$					
	_ P min)					
9	//					





5.11.4	The procedure for the evaluation of responsive tenders is Method 2: Compliance and Responsiveness & Price and Preference.
5.13	Tender offers will only be accepted if: a) the tenderer is registered on the Central Supplier Database (CSD) for the South Africagovernment (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local supplier of the tenderer is in good standing with SARS according to the Central Supplier Database Bidders must submit a CSD no. or tax status compliance pin. c) The bidder is registered with the Construction Industry Development Board in an appropric contractor grading designation; d) the preferred bidder will be required to submit an approved insurer undertaking to provide Public Liability Insurance, Works insurance and other applicable insurances. e) the tenderer or any of its directors/shareholders is not listed on the Register of Tenderal tenderer in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as person prohibited from doing business with the public sector; f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effert the tenderer has completed the Compulsory Declaration and there are no conflicts of interests of the tenderer in the tenderer's ability to perform the contract in the best interests of the employer or notentially comprension the tenderer's ability to perform the contract in the best interests of the tenderer.
	 h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are reconflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons the employ of the state are permitted to submit tenders or participate in the contract; i) the bidder has duly completed and signed the SBD 4, SBD 8 and SBD 9. Incomplete unsigned or poorly completed forms will lead to a hidden being and SBD 9.
	second chance will be afforded to a bidder to come and complete or sign an information. j) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will n be accepted.
	k) the tenderer is registered and in good standing with the compensation fund or with a license compensation insurer;
	 the employer is reasonably satisfied that the tenderer has in terms of the Constructio Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, th necessary competencies and resources to carry out the work safely.
	m) the tender has offered a market related offer. If the offer is believed not to be market related the department through its Supply chain Management bid committees will attempt to negotiat the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.
	n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; i must be duly signed by all directors and submitted the bid. Only a duly authorized official car sign the bid.
	 Prospective bidders must register on CSD prior submitting bids (open tenders). An prospective bidder found to have Tax matters not in order with SARS (verified through CSD during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence ove 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.
,	The number of paper copies of the signed contract to be provided by the employer is 1. The additional conditions of tender are: N/A





T.2,1	
1.2.1	A. List of returnable documents
T	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission and the submission are submission and the submission and the submission and the submission are submission are submission and the submission are submission are submission and the submission are submission and the submission are submission are submission are submission and submission are submiss
	The state of the s
	Appropriate Registration category suitable for the works (as stated in 4.1). The Attack of part and part are suitable for the works (as stated in 4.1).
	The made a list of past projects (stating the name amount allows.
2	
2	Returnable Schedules required for tender avaluation numbers
	relevant:
	Record of Addenda to Tender Documents
	Proposed amendments and qualifications
	Compulsory Enterprise Questionnaire
	SBD 1, 4, 8, 9,6.1 and Compulsory Declarations forms
	Form of Offer and Accentance
	☐ Final Summary of Bills of Quantities or a complete Brigher Caleadule
3	Other documents required for tender avaluation purposes
	The tenderer must provide the following returnable documents:
	AVIO Official of certified conviots valid P. Piper Validation of a
	III COSE OF CIVICS/CISES SUDMITTING SANATATE SWOTE Affidouite the FAIR and COR. W
4	
•	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract
	The tenderer must complete the following returnable documents:
	A duly completed form of Offer and Acceptance (and acceptance)
	A duly completed form of Offer and Acceptance (and any revision of prices if there are any).





Clause number						
5	Only authorized signatories may sign the original and all copies of the tender offer where required.					
	In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.					
	directors authorizing a director or other official of the company to a resolution by its board of					
	of the company.					
	In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the community o					
	its members authorizing a member or other official of the corporation to sign the documents or each member's behalf.					
	In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been a the interest of the partners.					
	Accept that failure to submit proof of authorization to give the failure to submit proof of authorization to give the					
6	Information and data to be completed in all respects					
	Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.					
7	Vally assillu allu ulilaininn ot additional information but to the company of the					
	The renderer shall not make any attornet attack the discretion of the state of the					
	but prior to the Employer arriving et a decision there are the opening of the tenders					
	The Tenderer shall not make any attempt to obtain portionless of any attempt to					
8	than that disclosed at the opening of tenders.					
· [Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person					
	a) who is in the service of the state; or					
ļ	b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the sortion of the attack.					
	 c) a person who is an advisor or consultant contracted with the Department or municipal entity. 					
	In the service of the state means to be - a) a member of:-					
İ	a any municipal council;					
	b any provincial legislature; or					
	c the National Assembly or the National Council of Provinces;					
	d) a member of the board of directors of any municipal entity;					
	e) an official of any Department or municipal entity;					
	f) an employee of any national or provincial department;					
	g) provincial public entity or constitutional institution within the meaning of the					
	Public Finance Management Act. 1999 (Act No.1 of 1999)					
- 1	My a member of the accounting authority of any national or provincial public antiques					
	y all employee of Panlament or a provincial legislature.					
	n 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.					
e 12						





Clause number	Tender Data						
9	Awards to close family members of persons in the service of the state						
	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 - a) the name of that person; b) the capacity in which that person is in the service of the state; and						
	c) the amount of the award.						
10	In order to give effect to the above, the questionnaire for the declaration of interests in the tende of persons in service of state in part T2 of this procurement document must be completed. Respond to requests from the tenderer						
	The employer will respond to requests for clarification up to two (2) working days before the tender closing time.						
11	Opening of tender submissions						
2	Tenders will be opened immediately after the closing time for tenders. Scoring quality / functionality N/A						
3	Cancellation and re-invitation of tenders						
	An organ of state may, prior to the award of the tender, cancel the tender if-						
	 (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. 						
	(e) Gross irregularities in the tender processes or documents. (f) No market related offer received (after attempts of negotiation processes)						
	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. 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 cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Bulletin St. (10)						
	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.						
1							
	×						





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
 - Record of addenda issued (Only if addenda is issued)
- 2 Other documents required for quotation evaluation purposes
 - Form of Offer and Acceptance
 - Priced Bills of Quantities including the Final Summary Page
- 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
 - Record of projects: current, past and on tender.
 - Project References at least 3
 - SBD 1, 4, 6.1, 8, 9 and Compulsory Declarations forms
 - Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths(Annexure B)





SBD 1

PART A

INVITATION TO BID

YOU ARE HER	EBY NVITED TO	OF REQUIREMEN	ITS OF THE DEC	ARTUEN	T CE DIRECT	lanke e me	A SEA		
BID NUMBER;	JGR5-21/2	2-0037	CLOSING DAT	TC.	1444	2000			35, 45 S
DESCRIPTION	MINOR RE	PAIRS TO PHASE 1 BE	III DINGS AT ST	EDVenni	IT OFFICE OO	200 F 700 C 700	DW/RI II	OSING TIME:11:0)0
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STERKSPRUIT,	9762	ORKS & INFRASTRU	uture, benso —	NVALE (OFFICE COMP	LEX, BLOCK	F, HE	RSCHEL MAIN	ROAD,
BIDDING PROC	EDURE ENQUIRI	S MAY BE DIRECTED	76	tera	MA AL ENGLIS	ma mara a			
CONTACT PER		Mr Tieho Nyokana			NICAL ENQUIR ACT PERSON				
TELEPHONE NU	JMBER	051 611 9800			HONE NUMBER			Tshangana -	
FACSIMILE NUM	MBER	n/a		1	FACSIMILE NUMBER		051 611 9800 n/a		
E-MAIL ADDRES	SS	Tieho.Nyokana@ec	dnw dov za		. ADDRESS	Mling	ani.Tsl	nangana@ecdp	v.gov.z
SUPPLIER INFO	RMATION		аризуот.2а	E-IVIAIL	- ADDRESS	<u>a</u>			
NAME OF BIDDE	R								
POSTAL ADDRE	SS				·		 -		
STREET ADDRE	SS		· · · · · · · · · · · · · · · · · · ·						
TELEPHONE NU	MBER	CODE			NUMBER				
CELLPHONE NU	MBER		···	-	THOMBLIL				
FACSIMILE NUM	BER	CODE	NUMBER						
E-MAIL ADDRES	<u>s</u>		NOMBELL						
VAT REGISTRAT									
SUPPLIER COMPLIANCE	TAX COMPLIANCE			OR	OFNITOAL DU				
STATUS B-BBEE STATUS	SYSTEM PIN:	TIOKABBUGARA			CENTRAL SUP DATABASE No	PLIER : MAX	V A		
VERIFICATION C	ERTIFICATE	TICK APPLICABLE Yes		BEE STAT ORN AFFIL	US LEVEL DAVIT	Πic	K APPI Yes	ICABLE BOX]	
(A B-BBEE STA)	IUS LEVEL VERII	ICATION CERTIFICAT	E/SWORN AFF	ο Ανίτε	OR EWES L	L.	ies Park	□No	
QUALIFY FOR PL	REFERENCE POIN	TO EON BUBBLE)			MO HINES N. W.)		MILIED IN ORD	ER TO
a) ARE YOU									
ACCRED REPRES	ITED Entative in			b) A	RE YOU A FOR	FIGN BASED			
SOUTH A	FRICA FOR			S	b) ARE YOU A FOREIGN BA SUPPLIER FOR THE GOO		ODS ∐Yes ⊟No		□No
MORKS	THE GOODS /SERVICES /WORKS OFFERED?		Yes No		SERVICES WORKS OFFE		RED? [IF YES, QUESTIONNAIRE		YES,
QUESTIONNAIR	E TO BIDDING	IF YES ENCLOSE PR OREIGN SUPPLIER	S I				_ B	ELOW]	
							7		
DOES THE ENTITY	STHE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? OES THE ENTITY HAVE A BRANCH IN THE RSA?								
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?									
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE BOAR			☐ YES ☐ NO						
IS THE ENTITY LIA	BLE IN THE BOAT	FOR ANY CODM OF TA	VATIONS				YES [
L THE WAYPARK I	S "N(1" 171 A11 1	OF THE ABOVE, THEN TH AFRICAN REVENU	1 MM re 114	EQUIREN	ENT TO REGI	STER FOR A	Yes [Tax co] NO DMPLIANCE ST	PILTA
	11010 THE 000	THE MICHINICAN KEVENU	E SERVICE (SAI	<u>(S) AND I</u>	F NOT REGIST	ER AS PER 2.	BELO	W	





PART B

TERMS AND CONDITIONS FOR BIDDING

- 1. BID SUBMISSION:
- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
- 2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.4
- IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY 2.5 MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE 2.6 (CSD), A CSD NUMBER MUST BE PROVIDED.
- NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABINVALID.	BOVE PARTICULARS MAY RENDER THE BID
SIGNATURE OF BIDDER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution)	

DATE:





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A Compulsory Enterprise questionnaire

Fire following in respection 1: Section 2: Section 3: Section 4:	Name of enterprise: VAT registration num cidb registration num	mission in inercase of a spet (valific ompleted and submitted ber, if any: ber, if any: oprietors and partners in partners	
Name*		Identity number*	Personal income tax number*
			>
* Complete o	nly if sole proprietor or I	partnership and attach separate pag	
Section 5:	Particulars of compan	ies and close corporations	ge if more than 3 partners
Close corpora Tax reference	ation number	ıst be completed for each tender	
Section 7: The requirement.	e attached SBD 6.1 m	ust be completed for each tender	and be attached as a
Section 8: Th	e attached SBD 8 mus	st be completed for each tender a	nd be attached as a requirement.
i) authorizes that my / o confirms the person, where the Register of Act of 2002 exercises, or nof fraud or confirms the tender offer the scope of t	the Employer to obtain ur tax matters are in order the neither the name to wholly or partly exercificated and performed that no performed that no performed the performance of the perfo	a tax clearance certificate from the ler; of the enterprise or the name of an ises, or may exercise, control over the blished in terms of the Prevention a artner, member, director or other peer the enterprise appears, has with ted, linked or involved with any other actionship with any of the tenderers	South African Revenue Services ly partner, manager, director or other the enterprise appears on the and Combating of Corrupt Activities erson, who wholly or partly in the last five years been convicted er tendering entities submitting or those responsible for compiling
v) confirms th	at the contents of this quote true and correct.	uestionnaire are within my personal	terest; and I knowledge and are to the best of
Signe	THE SHE CONTOOL	Date	
Name		Position	





Compulsory Declaration

ANNEXURE B

Compulsory Declaration

The following particulars must of each partner must be completed by Section 1: Enterprise Details			
Name of enterprise:		<u> </u>	
Contact person:)#
Email:	<u>. </u>		
Telephone:			
Cell no			
Fax:			
Physical address			
Postal address			
ection 2: Particulars of comp	panies and close corporations		
Company / Close Corporatio			
- Political	n registration unimper		
ection 3: SARS Information			
ax reference number		·	
/AT registration number:			
	(State Not Registered if not	registered for VAT)	
ection 4: Central Supplier Da	tabase Registration Number		
Central Supplier Database	Registration number		
Compulsory) CIDB Registration number (if			
listered in terms of the Close C	pais on who is a partner in a partnership, panies Act of 2008 (Act No. 71 of ; Corporation Act, 1984, (Act No. 69	, a sole proprietor, a 2008) or a member of 1984).	director of a compan of a close corporatio
ull name of principal	Identity number	Personal number	tax reference





Sec	tion 6: Record in the service	of the state					
indi mor	cate by marking the relevant bo ths in the service of any of the	oxes with a ci following:	0 88	, if any principal is currently or ha	s been wit	hin the last 12	
	a member of any municipal co	ouncil		an employee of any department	national o	r provincial	
	a member of any provincial le			public entity or constitutional in:	an employee of any department, national or provincial public entity or constitutional institution within the		
	a member of the National Asso National Council of Province	embly or the		meaning of the Public Finance 1999 (Act No. 1 of 1999)			
	a member of the board of dire municipal entity	ctors of any	0	a member of an accounting auth or provincial public entity	ority of any	/ national	
	an official of any municipality of entity	or municipal		an employee of Parliament or a	provincial	legislature	
if an	y of the above boxes are ma	rked, disclos	e tł	ne following:			
Naı	me of principal	Name of in	stit	ution, public office, board or	Status of	service	
	organ of s		gan of state and position held		(√(tick) appropriate column)		
_					Current	Within last 12 months	
	i					ж	
<u> </u>			. <u></u>				
*inser	t separate page if necessary						





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Sec	tion 7: Record of family men	nber in the se	rvi	ce of the state		
1417	n ily membe r: a person's spou , domestic partner in a civil uni n, marriage or adoption	se, whether in on, or child, pa	a e arei	marriage or in a customary uni nt, brother, sister, whether such	on accordi na relations	ng to indigenou: ship results fron
Indi is c	cate by marking the relevant bo urrently or has been within the	oxes with a cro last 12 months	oss, s be	, if any family member of a prince on in the service of any of the	cipal as def following:	ined in section 8
	a member of any municipal c			an employee of any provincial	departmei	nt. national or
	a member of any provincial le	_		provincial public entity or con	stitutional i	nstitution
	a member of the National Ass National Council of Province	-		within the meaning of the Put Management Act, 1999 (Act	1 of 1999)	
	a member of the board of dire municipal entity	ectors of any		or provincial public entity		
	an official of any municipality entity	or municipal		an employee of Parliament or	a provinci	al legislature
if or	ur of the charre have					
	y of the above boxes are ma	T			1	
Na	me of family member	Name of ins	stitu	ution, public office, board or and position held	Status o	
		organ or su	are	and position neig	(√ (tick) appropriate column)	
					Current	Within last 12 months
_						
t *inse	rt separate page if necessary	·· <u>-</u> · .				
					·	
Was past	ion 8: Record of termination any contract between the tend 5 years for reasons other thar payment in terms of the contra	ering entity ind I the employe	clud	tracts with an organ of state ling any of its joint venture parti o longer requiring such works	ners termin or the emp	ated during the ployer failing to
□ Yes	(•				
	, provide particulars (insert sep	arate page if	nec	essary)		
	on 9: Declaration					
COMM	ing mar me contents of fills i	Deciaration at	re v	ly authorised to do so on beh within my personal knowledge my belief both true and correct,	and save	endering entity where stated
) neit	her the name of the tendering o	entity or any o	f its	principals appears on:	and.	
a)	the Register of Tender Defau Activities Act of 2004 (Act No	ılters establisi	hed	in terms of the Prevention a	nd Comba	ting of Corrupt
b)	National Treasury's Database	of Restricted 8	Sup	ppliers (see www.treasury.gov.z	a)	
i) nei co	ther the tendering entity of any rruption by a court of law (inclu	of its principa Iding a court o	als I outs	has within the last five years b ide of the Republic of South Af	een convic	
ii) ar	y principal who is presently	employed by	y th	ne state has the necessary	nermission	to undertake



- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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	

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, endering entity or as a member in a joint venture (clause 4.13.1). Clause 6.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practices. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the promier listed in Schedule 1 of the Public Service Act, and provincial government components listed in Part B of schedule 1 of the Public Service Act, or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both, it is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combeting of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of





SBD 4

DECLARATION OF INTEREST

- Any legal person, including persons employed by the state1, or persons having a kinship with persons employed 1. by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- In order to give effect to the above, the following questionnaire must be completed and submitted with 2. the bld. 2.1 Full Name of bidder or his or her representative: Identity Number:.... 2.2 2.3 Position occupied in the Company (director, trustee, shareholder², member): 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: Tax Reference Number: 2.5 VAT Registration Number: 2.6 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference 2.6.1 numbers and, if applicable, employee / PERSAL numbers must be Indicated in paragraph 3 below. 1"State" means --(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
 - provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

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





2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the fo <u>l</u> lowing particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected	d to the bidder is employed :
	Position occupied in the state institution:	***************************************
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO / N/A
2.7.2.1	If yes, did you attach proof of such authority to the bid document?	YES / NO / N/A
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
2.9.1	If so, furnish particulars.	





2.10	any other bidder and any i	ected with the bidder, (family, friend, other) betwe person employed by the sta the evaluation and or adjud	ite.	YI	ES/NO ?
2.10.1	If so, furnish particulars.				
		474464441444444444444444444444444444444			
		***************************************	•		
2.11	Do you or any of the directors of the company have any interwhether or not they are bidding	est in any other related com	nembers apanies	YE	ESINO
2.11.1	If so, furnish particulars:				,
					•
		***************************************	*******		
	ull details of directors / truste	es / members / sharehold	ers.		
	Full Name	Identity Number	Personal Income Reference Number	Тах	State Employee Number / Persal Number

				-+	
F				_	
4	DECLARATION				
	I, THE UNDERSIGNED (NAM	VE)			
	CERTIFY THAT THE INFOR	MATION FURNISHED IN F	PARAGRAPHS 2 and 3 AB	OVE IS	CORRECT,
					HIS DECLARATION PROVE
	TO BE FALSE.				*
	Signature		Date		•
	Position		Name of bidder	*******	•





SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to 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
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80 will be applicable to this bid .
- 1.3 Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80 - 3
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20 %
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



2. **DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003):
- (e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) "functionality" means the ability of a bidder to provide goods or services in accordance with specifications as set out in the bid documents.
- (g) "prices" includes all applicable taxes less all unconditional discounts;
- (h) "proof of B-BBEE status level of contributor" means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

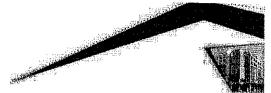
80/20 or 90/40

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

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid





POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR 4.

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5.	-		
		DECL	

- Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete 5.1 the following:
- B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 6. **AND 4.1**
- B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points) 6.1 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.
- 7. SUB-CONTRACTING
- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)				
YES	NO			

- 7.1.1 If yes, indicate:
 - What percentage of the contract will be subcontracted.....% The name of the sub-contractor....
 - iii) The B-BBEE status level of the sub-contractor.....
 - iv) Whether the sub-contractor is an EME or QSE

(Tick ap	plicable box)	
YES	NO	





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Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations.2017:

	Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSI
		√	√
	ck people		
	ck people who are youth		
	ck people who are women		
1	ck people with disabilities		
	ck people living in rural or underdeveloped areas or townships		
	operative owned by black people		×
Blac	ck people who are military veterans		 -
L	OR		
	EME		
Any	QSE		
8.	DECLARATION WITH REGARD TO COMPANY/FIRM		<u> </u>
8.1	Name of company/firm:		
8.2	VAT registration number:		
8.3	Company registration number:		
8.4	TYPE OF COMPANY/ FIRM		********
	 □ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited 		
	[TICK APPLICABLE BOX]		
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES		
			•••••
8.6	COMPANY CLASSIFICATION		
	 □ Manufacturer □ Supplier □ Professional service provider □ Other service providers, e.g. transporter, etc. [TICK APPLICABLE BOX] 		





- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have —
 - (a) disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1	SIGNATURE(S) OF BIDDERS(S)
2	DATE:





SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	V	N/ ·
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	Yes Yes	No No
4.1.1	If so, furnish particulars:		<u> </u>
4.2	Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Bid Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4,3,1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		





CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)		
I ACCEPT THAT, IN ADDITION TO CA TAKEN AGAINST ME SHOULD THIS DE	NCELLATION OF A CONTRACT, ACTION MAY BE CLARATION PROVE TO BE FALSE.	
Signature	Date	
Position	Name of Bidder	





SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
 - This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
 - In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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





SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:		
(Bid Number and D	Description)	
in response to the invitation for the bid made by:		
(Name of Instit	tution)	
do hereby make the following statements that I certify to	o be true and complete in every respect:	
I certify, on behalf of	that:	
(Name of Bid	der)	
 I have read and I understand the contents of thi 	is Certificate;	
I understand that the accompanying bid will be true and complete in every respect;		

behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on

- bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual to
- "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.





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- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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.
 - 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder





VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE

(IF APPLICABLE, ATTACH HERE)





SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB: CHOOSE ONE i.e. EME or QSE!!!!)





SWURN AFFIDAVIT - B-BB	<u>EE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS</u>
I, the undersigned,	
Full name & Surname	
Identity number	
Hereby declare under oa	ath as follows:
I am a Member / to act on its beha	this statement are to the best of my knowledge a true reflection of the Director / Owner of the following enterprise and am duly authorised alf:
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians —
	(a). Who are citizens of the Republic of South Africa by birth or descent;
	(b) Who became citizens of the Republic of South Africa by naturalization-
	 i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior
3. I hereby declare u □ The Enterprise is	under Oath that:
COCOCO OF THE	% Black Owned as per Amended Code Series
PDFF VC(140 00 0	tion Sector Codes of Good Practice issued under section 9 (1) of B- if 2003 as Amended by Act No 46 of 2013,
001100 000000 VI	% Black Woman Owned as per Amended Code fithe Revised Construction Sector Codes of Good Practice issued of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

___% Black Designated Group Owned as per Amended

Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of

☐ The Enterprise is _

2013,





	Based on the Financial information available on	⊦the latest financial vear	-end
	ot(DD /MM	/////	1 the engine Tatal
	Revenue was equal to/o less),	r less than R10, 000,000), the annual rotal 0.00 (ten Million Rands or
_	mil e .		

Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017. Details are available on:

www.thedti.gov.za/economic_empowernment/bee_sector_charters.jsp
An electronic copy can also be requested through DPW offices (Supply Chain Offices) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature:	Date:
Commissioner of Oaths Signature & stamp	





SWORN AFFIDAVIT - B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) - CONTRACTORS

I, the undersigned,	
Full name & Surname	
Identity number	
Hereby declare under oath as	statement are to the best of my knowledge a true reflection of the facts. rector / Owner of the following enterprise and am duly authorised to act on its
Enterprise Name:	
Trading Name (If	
Applicable):	
Registration Number:	
Enterprise Physical	
Address:	
i.	
Type of Entity (CC,	
(Pty) Ltd, Sole Prop	
Nature of Business:	
Definition of "Black	
People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic
	term which means Africans, Coloureds and Indians –
	(a) Who are citizens of the Republic of South Africa by hirth or
	descent;
	Or (In) IN(I = 1
	(b) Who became citizens of the Republic of South
	Africa by naturalization-
	= = = = = = = = = = = = = = = = = = =
	On or ditor 27 April 1994 and who would have been
	entitled to acquire citizenship by naturalization prior to that
I hereby declare i	under Oath that:
The Enterprise is	
CSC000 of the	% Black Owned as per Amended Code Series
CSC000 of the Revised Construc	## Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (4) of B
CSC000 of the Revised Construc BBEE Act No 53 o	% Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (1) of B- of 2003 as
CSC000 of the Revised Construc	% Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (1) of B- of 2003 as
CSC000 of the Revised Construc BBEE Act No 53 of Amended by Act N	## Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (1) of B- of 2003 as No 46 of 2013,
CSC000 of the Revised Construc BBEE Act No 53 of Amended by Act No The Enterprise is	## Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (1) of B- of 2003 as No 46 of 2013, ### Black Woman Owned on per Amended Code
CSC000 of the Revised Construct BBEE Act No 53 of Amended by Act No The Enterprise is Series CSC000 of	## Black Owned as per Amended Code Series tion Sector Codes of Good Practice issued under section 9 (1) of B- of 2003 as No 46 of 2013,

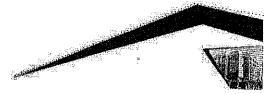




		website, www.ecopw.gov.za	
	2006 001169 C3C000	% Black Designated Group Owned a of the Revised Construction Sector Codes of (1) of B-BBEE Act No 53 of 2003 as Amended i	Cond Describe
	(DD /MM	Statements/Management Accounts and other of the latest financial year-end of	
	Revenue was between R50,000,000.00 (fifty M	10 million (ten Million Rands) and less than illion Rands)	
	Please confirm on the	table below the B-BBFF level contributor, by	
	ticking the applicable	box.	
100% B	Black Owned	1 (4050)	
10070	NUON OWINGO	Level One (135% B-BBEE procurement recognition level)	
At least	t 51% Black Owned but	Level Two (125% B-BBEE procurement	
iess tha	an 100% black owned	recognition level)	
<u>NB:</u>	KEY NOTES FOR QSE	(extract from Gazette No. 41287)	<u></u>
pa • 5.3 Sta it a QS	argraphs 5.3.1 and 5.3.2 3.4 Despite paragraphs 5 atus Level and correspond achieves full points (exclus SE Scorecard (paragraph ocurement and Supplier	5.2, 5.3.1 and 5.3.2, an at least 51% Black Own nding B-BBEE Recognition Level will be enhance uding the bonus points) for the Skills Development as 1.1, 1.2 and 1.3 of Statement CSC603) or the Development element of the OSE Secretary (contract)	ed QSE's B-BBEE ed by one level if ent element of the
1 120	-,	• 1.	
• Co wit 412 De	ntractors and/Built Environments the Construction Sector 87, Board No. NOTICE tails are available on		above. Prize themselves Pent Gazette No.
• An	electronic copy can also	c empowernment/bee sector charters.jsp be requested through DPW offices (Supply Ch	ain Offices)
, , , (objection to take the pres	ne contents of this affidavit and I have no cribed oath and consider the oath binding on e owners of the enterprise which I represent in	ŕ
5. 1		e valid for a period of 12 months from issioner.	
Deponent Sign	nature:	Date:	
Commission	ner of Oaths): :

Signature & stamp





PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)





VALID CIDB CERTIFICATE OF A BIDDER (ATTACH HERE)





RECORD OF ADDENDA TO BID DOCUMENTS

SCMU NUMBER	COMPLEX FOR DPW&I IN JOE GQABI REGION	RKSPRUIT OFFICE		
	JGR5-21/22-0037	JE GWADI REGION		
I / We confirm that the before the submission this bid offer: (Attac	e following communications received from the Department of Publion of this tender offer, amending the tender documents, have been additional pages if more space is required)	ic Works & Infrastructure en taken into account in		
Item Date	Title or Details	No. of Pages		
2				
3				
1				
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ttach additional page	s if more space is required.			
		м4		
Signed	Date			
Name	Position			
Tenderer	and the state of t			





PROPOSED AMENDMENTS AND QUALIFICATIONS

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.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

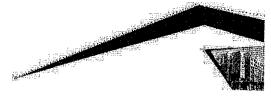
PROJECT TITLE	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION
SCMU NUMBER	JGR5-21/22-0037

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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

	Date	
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	Position	
~~~~		? 
	H	Position





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## **RESOLUTION FOR SIGNATORY**

#### CERTIFICATE OF AUTHORITY FOR SIGNATORY A:

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 di	rectors passed at a meeting held on
Mr/Ms	, whose signature appears below, has been duly authorised to
	with the tender for Contract No.
	e there from on behalf of (Block Capitals)
SIGNED ON BEHALF OF THE CON	MPANY:
	*
WITNESSES:	
(NAMES)	SIGNATURE
DIRECTOR (NAMES)	SIGNATURE
DIRECTOR (NAMES)	SIGNATURE
DIRECTOR (NAMES)	SIGNATURE
DIRECTOR (NAMES)	SIGNATURE
DIRECTOR (NAMES)	SIGNATURE
you cannot complete this form, attach a irectors):	separate sheet (in a company letter head, project specific and signed by all
5 Page	





ANNEXURE F

CERTIFICATE OF AL	UTHORITY F	OR JOINT VENTURE	ES
This Returnable Sch	edule is to be	completed by joint v	entures.
We, the undersigned	l. are submitti	na this tender offer in	loint Vantura and bankley at the same
	, <b>, , ,</b> , , , , , , ,		ION CIMPATARY At the community.
partner, to sign all de	ocuments in c	Onnection with the te	ender offer and any contract resulting from it
on our behalf.		SOURCOUGHT WILL THE FE	ander other and any contract resulting from it
PROJECT TITLE	MINOR R	EPAIRS TO PHASE	1 BUILDINGS AT STERKSPRUIT OFFICE
**************************************	COMPLE	X FOR DPW&I IN JO	E GQABI REGION
SCMU NUMBER	JGR5-21/	22-0037	
NAME OF FIRM		ADDRESS	DULY AUTHORISED SIGNATON
Lead partner:			
and parator.			Signature
***************************************			Name
•			Designation
			Signature
•			Name
			Designation
			Signature
	• • • • • • • • • • • • • • • • • • • •		Name
•			Designation
,			Signature
•			Name
			Designation





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#### **ANNEXURE G**

# SCHEDULE OF PROPOSED SUB COTRACTORS

PROJECT TITLE	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&! IN JOE GQAB! REGION
SCMU NUMBER	JGR5-21/22-0037

We notify you that it is our intention to employ the following Sub-consultant 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 Sub-consultant	Nature and extent of work	Year completed	Value	Contact details
1					
2					
					*





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The un	dersigned, v	who warrants t	hat she/ he	ie duly a			<u> </u>	
enterpri	ise, confirm	s that the con knowledge and	tent of this	schedule	that pro	e to ao so esented by	on behalf the tender	of th
vitnin n	ny personal	knowledge and	are to the l	best of my	/ knowle	dge both tri	ue and cor	rect
								,a.
Signed				Date				
Name							4 H	
varrie				Position	)			
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Enterpris	e name							
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Page			Title - wanting					





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#### **ANNEXURE H**

COMPLEX FOR DPW&I IN JOE GQABI REGION

MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE

## **CAPACITY OF THE BIDDER**

PROJECT TITLE

SCMU NUMBER: JGR5-21/22-0037			733		
1	1	ildder is requested to uired. Failure to furn be ,or are ,employe	non the barticul	ars may result I	particulars and to attach additiona in the Bid being disregarded.)
Quantity No. o Resources	f Personnel	of Employee - Key (part of Business	Professions		Date of Employment
	Team Leade	er / Key Personal	With a solar		
	Project Man	ager			*
	Senior Tech	nologists			
	Technologis	s			
	Technicians			· · · · · · · · · · · · · · · · · · ·	
	Candidates				
	Others				
The undersign content of this knowledge bo	ned, who warran s schedule that p th true and corr	ts that she/ he is duly presented by the tend ect.	authorised to d lerer are within	o so on behalf o my personal kno	of the enterprise, confirms that the pwledge and are to the best of my
Signed:	************		Date		
Name:			Position		
Enterprise					Name:





### **ANNEXURE I**

# RELEVANT PROJECT EXPERIENCE - COMPLETED PROJECTS

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,	E ENTAGE	12 <b>:(</b> 67)-(6)	DATE E
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Attach a separate page to address this issue if there are more projects (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

	· ·		
Signed		Date	
Name		Position	
Enterprise name			
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true and correct.





## **ANNEXURE J**

# RELEVANT PROJECT EXPERIENCE - CURRENT PROJECTS

The description of each project must include the following information:

- Essential introductory information:
  - 2.1. Name of project.
  - 2.2. Name of client.
  - 2.3. Contact details of client.
  - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
  - 2.5. The period during which the project was performed, and also, if this is different, the period during which the 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 program budget).

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Attach a separate page to address this issue if there are more projects (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

Signed		Date	•
Name	~	Position	
Enterprise name			N
		* P4	
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## **ANNEXURE L**

# OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING

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

BID NO / PROJECT PROJECT NAME NUMBER	CLIENT NAME &	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (GLIENT)
1				
2				
3				
4				
5				

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

Signed	Date	
Name	Position	
_		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
Enterprise name		





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# 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	RESOLVED OR STATUS OF
1					EMIGATION
2					
3					).

Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).

Signed		Date	
Name		Position	
Tenderer name			
	# W   1   1   1   1   1   1   1   1   1		





## **ANNEXURE M**

## Evaluation Schedule 1 - Project Reference Forms - 1

Project title:	MINO	R REPAIR E COMPL	S TO PI EX FOR	IASE 1	BUILDING	SS AT STE	RKSPRU GION	IT
Project Number:		-21/22-003			7-1-1			<b>3</b> .
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onstruction period:			Comp	letion da	ate:			
ontract value:								
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Cey Performance Indicato	rs	Very	Poor	Fair	Good	Excelle	ent To	tal
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2. Quality of Services			<del> </del>			<del> </del>		
3. Resources: Personnel								
. Time management / programm	ning			· ,,,,				
Financial management / Project budget managem	nent/	į						
cash flow, etc.								
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Telephone:	Cellphone:	Fax: _	
E-mail:	· · · · · · · · · · · · · · · · · · ·		
Thus signed at	on this	day of	2020
		MPANY STAMP	*
Signature of principal agent			
NOTE:		,	
If reference cannot be verified respond to a written request to the tenderer to put referees wh	do so, that reference will not not are reachable.	score any points. It is	the responsibility
Name of Tenderer			
Signature of Tenderer		<u> </u>	
Signature of Tenderer		<u></u>	
Signature of Tenderer		<del></del>	
Signature of Tenderer			4 200
Signature of Tenderer			





## Evaluation Schedule 2 - Project Reference Forms - 1

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	JGR5-21/22-00:		···				
NOTE: This returnable document must be completed by the person who was the Proj Manager on a project of similar value and complexity that was completed successfully by tenderer.							
l,				(name	e and surname	) of	
that I was the Project Manage				(com	pany name) de	clare	
hat I was the Project Manage	r on the followir	ng buildin	g constr	uction proje	ect successfully	y	
executed by					(name of tende	rer);	
Project name:							
Project location: Construction period:	**************************************	0	1 - 42 1				
Contract value:		Comp	ietion da	ate:		<del></del>	
A. Please evaluate the perfor	manag of the T	ondoror o	n tha ab				
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Key Performance Indicator	s Verv	DAN#	Fair	Delow.	Excellent		
	Poor				LACEIIEIR	ioiri	
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Project performance		Annual Annual Property					
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2. Quality of Services							
3. Resources: Personnel							
4. Time	.						
management / programmi	ing						
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5. Financial management /							
Project budget manageme cash flow, etc.	ent/					1	
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TOTAL							
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B. Would you consider / recon	mend this tops	Leror acci	rcense	arateur ja eji	er e vojes e transleta je	L	
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C. Any other comments:							
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D. My contact details are:		<del></del>	
Telephone:	Cellphone:	Fax:	
E-mail:		· · · · · · · · · · · · · · · · · · ·	>=
Thus signed at	on this	day of 20	20
		COMPANY STAN	/P
Signature of principal agent NOTE:			
If reference cannot be verified du respond to a written request to d the tenderer to put referees who	u su, inat reterence will not si	of the referee or failure on his/ core any points. It is the respo	her part to onsibility of
Name of Tenderer			· <u>·</u>
Signature of Tenderer		Date	<u>.                                    </u>



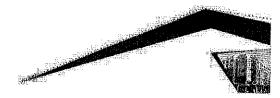


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# Evaluation Schedule 3 - Project Reference Forms - 1

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management / programmii	ng					
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cash flow, etc.						
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reference cannot be verified due to espond to a written request to do so, se tenderer to put referees who are r		of the referee or failu score any points. It is	e on his/her par the responsibilit
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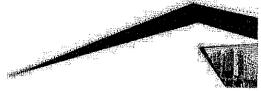


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# PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 CIDB Adjudicator's Agreement





# FORM OF OFFER AND ACCEPTANCE

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

# MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037

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:	)
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words);	•
R	(in figures)
(or other suitable wording)	
This offer may be accepted by the employer by signing the acceptance part of the acceptance and returning one copy of this document to the tenderer before the validity stated in the tender data, whereupon the tenderer becomes the party namin the conditions of contract identified in the contract data.	
Signature(s)	
<u>Tender's</u>	
Name(s)	
Authorized Person (Names	
Address of the Tenderer:	
Witnesses (Signatures):	22
1. Date:	
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#### **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 detalls 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 duly 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. 1

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ 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.





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### **PART C1.2 CONTRACT DATA**

#### **C1.2: CONTRACT DATA**

Project title:	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION			
Tender No:	JGR5-21/22-0037			
	Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.			

#### **CONTRACT VARIABLES**

#### THE SCHEDULE

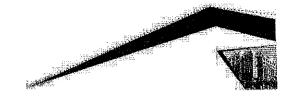
The **schedule** contains all the variables referred to in this document and is divided into part 1: contract data completed by the **employer** and part 2: contract data completed by the **contractor**. Part 1 must be completed in full and included in the tender documents. Both part 1 and part 2 form part of this **agreement**.

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

ĺ	42.0	Part 1: Contract Data completed by the Employer
		the completion of the Employer

42.1	CONTRACTING AND OTHER PARTIES	
42.1.1	Employer:	
	Department of Public Works & Infrastructure	
	Postal address:	
	Bensonvalle Office Complex	
	Block F	
	Herschel Main Road	
[1.2]	Sterksprult, 9762	
	Tel: 051 611 9800	
	Physical address:	
	Bensonvalle Office Complex, Block F, Herschel Main Road, Sterkspruit	
42.1.2	Principal Agent:	
[1.1, 5.1]	Department of Public Works & Infrastructure	
	Agent's service:	
	Principal Agent	
	Postal address:	
	Bensonvalle Office Complex	
	Block F	
	Herschel Main Road	
	Sterksprult	
	Tel: 051 9800	





<b>42.1.3</b> [1.1, 5.2]	Agent (1) Agent's service: Postal address: Tel: Fax: n/a
<b>42.1.4</b> [1.1, 5.2]	Agent (2) Agent's service: Postal address: Tel: + Fax: +
<b>42.1.5</b> [1.1, 5.2]	Agent (3) Agent's service: Postal address: Tel: + Fax: :
<b>42.1.6</b> [1.1, 5.2]	Agent (4) Agent's service: Postal address: Tel: Fax:

42.2	CONTRACT DETAILS
42.2.1	Works description: Refer to document C3 – Scope of Work.
[1.1] 42.2.2	Site description: Refer to document C4 – Site Information.
[1.1] 42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so:
[31.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the
	Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
	2) Lateral support insurance to be effected by the contractor:
[11.2.#] [31.4.2 #]	3) Payment will be made for materials and goods:  Yes □ No □
[40.2.2.#]	4) Dispute resolution by adjudication Yes □ No □
[26.1.2 #]	5) Extended defects liability period applicable  Yes No to the following elements:  Describe months (remember longer periods for external works, mechanical, etc.)
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site: Five (5) working days.
42.2.7	For the works as a whole: The date for practical completion shall be 2 (Two) months from the commencement date and the penalty per calendar day shall be R0.27c/R100 per
[24.3.1] [30.1]	Colondar day
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa





42.3	INSURANCES
42.3.1	Contract works insurance to be effected by the contractor
[10.1 #, 10.2	
#	☐ To the minimum value of the contract sum plus 10%
12.1 #]	
	With a deductible not exceeding 5% of each and every claim
	Or
	the cost are contain
	☐ For the minimum sum of R (insert amount in
	words)
	With a deductible not exceeding 5% of each and every claim
42.3.2	Supplementary insurance is required: Yes
[10.1#, 10.2	m u da da da da da da da da da da da da da
#,	To the minimum value of the <b>contract sum</b> plus 10 %
12.1 #]	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
42.3.3	Public liability insurance to be effected by the contractor
[11.1#, 12.1	Clearly are at D. Emillion
#]	☐ For the sum of R 5 million
	With a deductible not exceeding 5% of each and every claim
	With a deductible not exceeding 5 % of each and every blank
	Or
	, or
	☐ For the sum of R (Insert amount in words)
	La total and the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the s
	With a deductible not exceeding 5% of each and every claim
42.3.4	Support Insurance to be effected by the contractor
[11.2 #,	**
12.1 #]	For the sum of R
	(insert amount in words)
	With a deductible of R
	(Insert amount in words)
40.4	DOCUMENTS
42.4	DOCUMENTS  Three (3) copies of the construction documents will be supplied to the contractor free of
42.4.2	
[3.7]	charge Bills of quantities schedule of rates drawn up in accordance with:
42.4.3	Standard System of Measuring Building Work (sixth edition as amended)
10.4.5	Bills of quantities are to be included in the contract documents
42.4.5	Dills of quantities are to be included in the contract documents
[3.4]	
42.4.6	The contract value is to be adjusted using CPAP indices:
[31.5.3]	1110 delitades values is to the half-
[01,0.0]	Where CPAP is applicable, the contract sum will be adjusted in accordance with the
[32.13]	Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application
[02.10]	Manual as prepared by the agreed contract and any amendments thereto:
1	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the
1	index for that work group unless specifically stated otherwise in the bills of quantities
1	
	2) All electrical Installations in buildings and power distribution systems shall be adjusted in
1	terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible
	power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets
	and intercommunication systems shall be in accordance with Work Group 170
1	



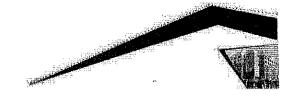


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	3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries
	4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted
	5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45
	Alternative Indices: Not Applicable
42.4.7 [3.10]	Details of changes made to the provisions of contract standard documentation
	Clause 1.1
	COMMENCEMENT DATE – means the date that the possession of the site is given to the contractor
	CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion
	CORRUPT PRACTICE means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
	INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:
	<ul> <li>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</li> </ul>
	(b) in respect of interest owed to the <b>employer</b> , the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply
	SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.
	1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:
	1.6.4 No clause

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

3.2.1





3.7 Add at the end thereof:

The contractor shall supply and keep a copy of the contract entered into and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access to at all times.

- 3.10 Replace the second reference to "principal agent" with the word "employer"
- 4.3 No clause
- 5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents
- 10.5 Add the following as 10.5

#### Damage to the works

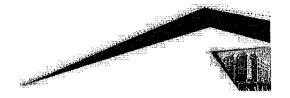
- a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage.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

10.6 Add the following as 10.6

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

- a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable
- b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable
- c) The contractor shall upon receiving a contract instruction from the principal agent cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.





- d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.
- e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be aftered or added to, the contractor, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed
- f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works

10.7 Add the following as 10.7

#### **HIGH RISK INSURANCE**

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

#### 10.7.1 Damage to the works

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

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

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

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

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

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

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

14.0 Replace the entire clause 14.0 with the following:

#### 14.0 SECURITY

- 14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)
- 14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A)
- 14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or
- 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.
- 14.3 Where the **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date
- 14.3.2 Within twenty-one (21) calendar days of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the **contractor**.
- 14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor
- 14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor
- 14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**
- 14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party





14.4Whe	ere security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:
	The contractor shall furnish the employer with an acceptable variable ction guarantee equal in value to ten per cent (10%) of the contract cluding VAT) within the (21) calendar days from commencement date
14.4.2 Variable	The variable construction guarantee shall reduce and expire in terms of the Construction guarantee form included in the invitation to tender
14.4.3	The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring
14.4.4 33.0, construc	Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of the <b>employer</b> shall issue a written demand in terms of the variable <b>guarantee</b>
14.5Whe	ere security as a fixed construction guarantee of five per cent (5%) of the tract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:
14.5.1 equal in	The contractor shall furnish a fixed construction guarantee to the employer value to five per cent (5%) of the contract sum (excluding VAT)
14.5.2	The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b>
14.5.3 withln	The employer shall return the fixed construction guarantee to the contractor fourteen (14) calendar days of it expiring
14.5.4	The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8
14.5.5 33.0,	Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may
14.6 Whe (excl	re security as a cash deposit of five per cent (5%) of the contract sum uding VAT) and a payment reduction of five per cent (5%) of the value certified payment certificate (excluding VAT) has been selected:
	The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five per cent (5%) of the <b>contract sum</b> (excluding VAT) within twenty-one (21) calendar from <b>commencement date</b>
14.6.2	Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor
14.6.3	The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatls mutand in terms of 31.8(A)
33.0,	Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
14.7	Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:
	14.4.1 construct sum (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (exception (





- 14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B)
- 14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this agreement
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause

οf

15.1.4 Add 15.1.4 as follows:

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

15.2.1 Under 41: Amend to read as follows:

"Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.2 and 15.1.4

- 17.1.11 Remains.
- 20.1.3 No clause
- 21.0 No clause
- 29,2,5 No clause
- 31.5.2 Security adjustments in terms of 14.0 and 31.8
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cert (95%) of such value in interim payment certificates issued up to the date of practical completion
- 31.8.(A).2 Ninety-seven per cent (97%) of such value in interim **payment** certificates issued on the date of practical completion and up to but excluding the date of final completion
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6





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- 31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.
- 31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7
- 33.2Add the following clauses 33.2.9 to 33.2.13:
- 33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract
- 33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract
- 33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract
- 33.2.12 the contractor's refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
- 33.2.13 the contractor's estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
- 34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"
- 36.3 Remove reference to "No clause", and replace "principal agent" with "employer"





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36.7 37.5 this and 38.7 not	Add the following: "Notwithstanding any clause to the contrary, on cancellation of agreement either by the <b>employer</b> or the and <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the site. The <b>contractor</b> shall be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
37.3.5 And 38.5	Replace "ninety (90)" with "one hundred and twenty (120) 5.4
39.3.5	Add the following words at the end thereof: :"within one hundred and twenty (120) working days of completion of such report"
40.2.2	under clause 41 - Replace "one (1) year" with "three (3) years"
40.6	under clause 41 - Remove reference to no clause
40.7.1	Change "(10)" to "(15)"
	Add the following to the end thereof:
	Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.





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C1.3	CIDB Adjudicator's Agre	ement	
(name) (the Adj	reement is made on the	day of between: organisation) of	on) of
* Delet	The Adjudicator hereby accept with the Procedure. The Parties bind themselves accordance with the Procedure The Parties and the Adjudicato endeavour to ensure that anyc consent of the other Parties when The Adjudicator shall inform the	e Adjudicator and the Parties shall be a s the appointment and agrees to condu- jointly and severally to pay the Adj as set out in the Contract Data. It shall at all times maintain the confider one acting on their behalf or through the ich consent shall not be unreasonably to the Parties if he intends to destroy the do on and he shall retain documents for a function	uct the adjudication in accordance udicator's fees and expenses in stallity of the adjudication and shall lem will do likewise, save with the refused.
Name who v autho beha	ED by: e: warrants that he / she is duly orised to sign for and on If of the first Party in the ence of	SIGNED by:  Name:  who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	SIGNED by:  Name: the Adjudicator in the presence of
Witne Nam Addr	e: ess:	Witness: Name Address:	Witness: Name: Address:





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#### **Contract Data**

2 Thires (a) (b) (c) (d) (e) (f) 3 Thires (a) be paraprise (b) 5 Wi cui	e Adjudicator shall be paid at the hourly rate of R
(d) (e) (f) 3 The equivalent paragraph 4 The 5 Who cur	e Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not stricted to:  Printing, reproduction and purchase of documents, drawings, maps, records and photographs.  Telegrams, telex, faxes, and telephone calls.
equestion being application application being application application being application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application application ap	Travelling, hotel expenses and other similar disbursements. Room charges.
4 The 5 Wh	e Adjudicator shall be paid an appointment fee of R This fee shall become payable in ual amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice ing provided. This fee will be deducted from the final statement of any sums which shall become yable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the pointment fee the balance shall be refunded to the Parties.
cui	e Adjudicator is/is not* currently registered for VAT.
	nere the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates rrent at the date of invoice.
the	payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, preafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the bount remains outstanding.

Delete as necessary





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#### **C2. SCOPE OF WORK**

(TERMS OF REFERENCE)





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#### **C2 SCOPE OF WORK (TERMS OF REFERENCE)**

#### 1.1 EMPLOYERS OBJECTIVES

The Employer seek to achieve maintenance of DPW&I Buildings and ensure that these facilities remain in good, safe, functioning condition and are conducive for continued usage.

#### 1.2 LOCATION OF THE WORKS

The works on this contract will be executed in Sterkspruit Joe Gqabi Region in Sterkspruit.

#### 1.3 SCOPE OF WORKS

Scope of works entails minor repairs to phase 1 buildings at Sterkspruit Office Complex for DPW&I in Joe Ggabi Region as detailed below.

- Alterations.
- Ceiling works.
- Paintwork.
- · Carpentry and Joinery.
- · Plumbing and Drainage.
- Ironmongery.
- Floor Covering.
- Glazing.

#### 1.3 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993) and its regulations. As the works will be done on existing occupied offices, admin block and Library the contractor shall execute the works and ensure very least interference with the general routine of staff of the premises and minimize any nuisance from dust, noise or other causes. The office, admin block and library occupants will be notice prior the commencement of the work.





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#### PART C3. SITE INFORMATION





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#### **C3.1 SITE INFORMATION**

PROJECT TITLE	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION
PROJECT NUMBER	JGR5-21/22-0037

#### **GENERAL**

This contract is for MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION





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# PART C4. PRICING DATA (BILL OF QUANTITIES)

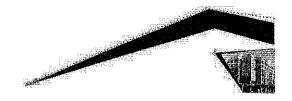




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SECTION NO.1					
BILL NO					
PRELIM	INARIES AND GENERAL				
ltem	Description	Unit	Qty	Rate	Amount
No			-		
1	HEALTH AND SAFETY  The contractor must make provision and price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification. This includes ensuring that a fair and reasonable allowance has been made to ensure that all COVID-19 Regulations are observed on site all the time.  Fixed :	Item	1		
2	The contractor must make provision for all risk insurance for the duration of the project  LIABILITY INSURANCES Clause 11.0  Fixed:  Value related:  Time related:	Item	1		
3	ACCESS TO THE WORKS  The contractor must make provision to ensure ACCESS TO THE WORKS Clause 16.0  Fixed:  Value related:  Time related:	Item	1		
	Carried to Collection MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION BILL NO.1 PRELIMINARIES AND GENERAL				Y

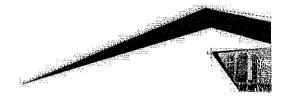




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SECTION NO.1 BILL NO.1 PRELIMINARIES AND GENERAL					
Item No	Description Description	Unit	Qty	Rate	Amount
4	The contractor must make reasonable provision for SETTING OUT OF THE WORKS Clause 18.0 Fixed :	Item	1		×
5	MANAGEMENT OF THE WORKS  The contractor must ensure that provision has been for the Management of the works for the duration of the project Fixed:  Value related:  Time related:	Item	1		
6	The contractor must ensure that provision has been for the Enclosure of the Works for the duration of the project Fixed: Value related: Time related:	Item	1		34.
7	TEMPORARY SERVICES  The contractor must ensure that provision has been for the for (Telecommunication Facilities, Water, Electricity and Ablution Facilities) for the duration of the project Fixed:  Value related:  Time related:	Item	1		
	Carried to Collection MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION BILL NO.1 PRELIMINARIES AND GENERAL				

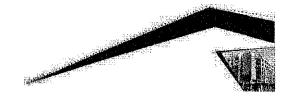




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SECTION BILL NO					
	INARIES AND GENERAL				
Item	Description	Unit	Qty	Rate	Amount
No		-			
8	PROTECTION OF THE WORKS				
9	The contractor must ensure that provision has been for the Protection of the works for the duration of the project Fixed : Value related: Time related :	Item			?
	OFFICE OVERHEADS				
	The contractor must ensure that provision has been for the for all office overheads for the duration of the project Fixed: Value related: Time related:				
					es.
	Carried to Collection				
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION BILL NO.1 PRELIMINARIES AND GENERAL	į			





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m	MINARIES AND GENERAL Description	Unit	Qty	Rate	Amount
0					
	COLLECTION				<b>3</b> 5
	Total Brought Forward from Page No.	Page No			
		81 82			
		83			
					1
	Carried to Final Summary				
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT				
	STERKSPRUIT OFFICE COMPLEX FOR DPW&I				
	IN JOE GQABI REGION BILL NO.1				
	PRELIMINARIES AND GENERAL				

Unit	Qty	Rate	Amount	I
		:		
	i			
		ĺ		
			÷	
			NOT PRICED	
	Unit	Unit Qty	Unit Qty Rate	

	CTION 2	Unit	Qty	Rate	Amount
	<u>L NO.1</u> [ERATIONS				
-	Brought Forward		:		NOT PRICED
	Noise Prevention				
	The Contractor shall take special care to minimise noisy operations during business hours. Such measures will include, interalia, the use of silent compressors and strict control of workmen.				
	Making good, etc.				,x.
	Prices are to include for making good in all trades to existing work, where damaged or disturbed through alterations, with all necessary new materials to match exisiting and leave complete and perfect in every respect.				
1	Water and other Piping				
	Any water supply or other piping that may be met with and found necessary to disconnect or cut are to be effectually stopped off or grubbed up and removed and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Client to whom due notice is to be given of all alterations to existing services.				
	REPAIRS OF EXISTING WATER SUPPLY AND FITTINGS				
	Plumbing Maintenance:				
1	Unblock existing 110mm diameter toilet drainage pipe.	m	18		?
2	Replace 15mm chromium plated tap heads.	No	6		
3	Service W.C. cistern and leave in perfect working order.	No	6		
4	Remove and replace pan connector.	No	4		
5	Replace missing cistern lid.	No	4		
	Carried Forward				
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

Brought Forward  REMOVAL OF EXISTING JOINERY SUNDRIES  Carefully taking down and removing sundry joinery and setting aside for re-use:  Timber skirtings from brickwork. m 120  REFIXING OF JOINERY SUNDRIES PREVIOUSLY SET ASIDE FOR RE-USE  Timber skirtings to brickwork. m 120  PREPARATORY WORK TO EXISTING TILED	
REMOVAL OF EXISTING JOINERY SUNDRIES  Carefully taking down and removing sundry joinery and setting aside for re-use:  Timber skirtings from brickwork. m 120  REFIXING OF JOINERY SUNDRIES PREVIOUSLY SET ASIDE FOR RE-USE  Timber skirtings to brickwork. m 120	
Carefully taking down and removing sundry joinery and setting aside for re-use:  Timber skirtings from brickwork. m 120  REFIXING OF JOINERY SUNDRIES PREVIOUSLY SET ASIDE FOR RE-USE  Timber skirtings to brickwork. m 120	
ioinery and setting aside for re-use:  Timber skirtings from brickwork. m 120  REFIXING OF JOINERY SUNDRIES PREVIOUSLY SET ASIDE FOR RE-USE  Timber skirtings to brickwork. m 120	
REFIXING OF JOINERY SUNDRIES PREVIOUSLY SET ASIDE FOR RE-USE  7 Timber skirtings to brickwork. m 120	,
7 Timber skirtings to brickwork. m 120	
DDEDADATORY WORK TO EVICTING THED	
SURFACES	
Preparation to existing vertical surfaces:	
Clean existing ceramic wall tiles with a sugar soap solution.	
MAKING GOOD OF BRICKWORK FINISHES, ETC.	
Making good brickwork:	
Carefully cut out and remove damaged face bricks from face brick wall, rake out mortar and build in new face bricks to match the existing with colour matched tinted mortar.	ĺ
Clean existing walls using a water pressure cleaning system and steel brushes and remove all dirt and loose particles.	
Carried Forward	
MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037	

BILI	<u>CTION 2</u> _ NO.1	Unit	Qty	Rate	Amount
ALT	ERATIONS				
	Brought Forward				
	MAKING GOOD OF FLOOR COVERING FINISHES, ETC.				22
	Making good 2.5mm thick vinyl tile floor covering:				
11	Clean existing vinly tile covering using high quality floor cleaner with neutral or mild alkaline properties and use ESD floor polish where neccassary including use of floor scrubber and polish machine	m²	410		
	REPAIRS OF EXISTING METALWORK			,	
	Service existing steel windows:				
12	Overhaul, adjust and service opening sections to ensure proper operation.	No	14		
	REMOVAL OF EXISTING DOORS, WINDOWS, ETC. FROM BRICKWORK				
	Taking out and removing doors, windows, etc, including thresholds, sills, etc				*
13	Timber single door and frame not exceeding 2,5m².	No	4		
14	Timber double door and frame exceeding 2,5m² and not exceeding 5m².	No	1		
15	Cracked or broken glass from steel windows including cleaning out rebates and preparing for new glass (elsewhere measured).	m²	18		
	Carried to Collection MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				۶.

SEC	TION 2	Unit	Qty	Rate	Amount
	. NO.1		•	-	
	Brought Forward				
	Taking down and removing ceilings, partitioning, and flooring, etc:				,
16	Suspension grids and hangers of ceiling panels	m²	7		
17	Gypsum plasterboard ceilings including cornices, cover strips, timber brandering, etc.	m²	75		
18	Carpet tile floor covering including preparing screed for new floor finish.	m²	12		
	REMOVAL OF EXISTING SANITARY FITTINGS				
	Taking out and removing sanitary fittings including making good wall and floor finishes and stop off services:				
19:	Stainless steel curved back urinal not exceeding 900mm wide.	No	1		
					*
1					
	0	;			
	Carried to Section Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

SEC	CTION NO.2	Unit	Qty	Rate	Amount	
BIL	L NO.2					
CE	LINGS, PARTITIONS AND ACCESS FLOORING					
	EAMBLES					
	Preambles refer to "Department of Public Works :					
	cification of Materials & Methods to be used 371"(www.publicworks.gov.za)			·		
	QS NOTE:				•	ĺ
	The price for ceiling is to include fixing to either					ĺ
	<u>timber batterns</u>					ĺ
	Fixing					1
	Items described as "nailed" shall be deemed to be fixed				:	
	with hardened steel nails or pins, or to be shot-pinned,			,		
	to brickwork or concrete					
	Items described as "plugged" shall be deemed to					
	include screwing to fibre, plastic or metal plugs at not					
	eeding 500mm centres, and where described as					ĺ
	"bolted", the bolts have been given elsewhere					
	All steel components for collings, partitions, stagra to					İ
	All steel components for ceilings, partitions, etc are to be galvanised in accordance with SANS					
	be gairened in accordance man en ince					
	SUSPENDED CEILINGS	i				
	12.5mm Thick BPB Gypsum Rhinodek or other	!			*	l
	approved ceiling tiles 1200 x 600 on T38 exposed				i	
	Tee suspension grid of prepainted aluminium components:					١
	<u>oomponono.</u>					
	Supply and Install matching fire retardant paint surface			į		
1	non-combustible clalcium silicate sealed backed tiles including suspension grids & hangers. All in accordance	m²	15			
	'h CAPCO and SABISA installation intrsuctions					
	NAILED UP CEILINGS					
	6,4mm Thick Gypsum plasterboard ceilings with 9 x					
	45mm wrought meranti cover strips over joints:					
				1		
2	Ceilings fixed to brandering	m²	75			
	Carried to Section Summary					1
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT					1
	STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN		1			
	JOE GQABI REGION: JGR5-21/22-0037					

JOE GQABI REGION: J	UKO-	21122-	JU37	
SECTION NO.2	Unit	Qty	Rate	Amount
BILL NO.3				
PAINTWORK				
PREAMBLES				
For Preambles refer to "Department of Public Works :	•			
Specification of Materials & Methods to be used				
PW371"(www.publicworks.gov.za)				
SUPPLEMENTARY PREAMBLES				
PAINTWORK, ETC TO EXISTING WORK				
Previously painted plastered surfaces				
Surfaces shall be thoroughly cleaned and washed down if necessary and allowed to dry completely before any paint in applied. Blistered or peeling paint shall be completely noved or scrapped off and cracks shall be opened, filled with a suitable filler and finished smooth				
Previously painted metal surfaces				
Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
Previously painted wood surfaces				
Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				ی
<u>colours</u>				
Colours to be as per the existing unless otherwise staed. Therefore, the contractor is to always confirm with DPW Representative on site the existing colours and codes of paint to be procured				
Carried Forward MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				NOT PRICED

-ما	JUE GWADI REGION: J				
	CTION NO.2 LL NO.3	Unit	Qty	Rate	Amount
ı	INTWORK				:
	Brought Forward				NOT PRICED
]					NOTFRICED
	ON INTERNAL SURFACES				
	Prepare and apply one coat alkali resistant primer and two coats PVA emulsion paint for interior use				
1	Walls	m²	340		
2	On Ceiling and beams	m²	315		
3	On narrow widths and reveals not exceeding 300mm wide	m	150		
	ON METAL SURFACES				
	e coat alkyd based zinc phosphate primer, one coat alkyd based universal undercoat and two coats superior quality universal enamel paint, on steel				
4	Windows	m²	80		
5	Sashes, frames, glazing bars of windows etc	m²	- 32		
6	Gates, grilles, burglar screens, steel louvres, balustrades	m²	18		
7	Rainwater downpipes and gutter not exceeding 300mm girth	m²	85		
	One coat water based galvanised iron primer and two coats uv resistant water based alkyd roof paint on galvanised steel	:			
8	Corrugated roof	m²	3000		
	UN WOOD SURFACES				
	One coat alkyd based universal undercoat and one coat superior quality universal enamel paint				
9	On doors	m²	40		
10	On door frames	m²	25		iv.
11	On skirtings, rails, etc not exceeding 300mm girth.	m	200		
	Carried to Section Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

SECTION NO.2 BILL NO.4 CARPENTRY AND JOINERY	Unit	Qty	Rate	Amount
PREAMBLES For Preambles refer to "Department of Public Works :		,		
Specification of Materials & Methods to be used				
PW371"(www.publicworks.gov.za)				
SUPPLEMENTARY PREAMBLES				
<u>Descriptions</u>				
The term "planted on" shall mean the nailing of one timber member to another				
The term "screwed on" shall mean the countersunk screwing of one timber member to another Descriptions				
screwing of one timber member to another with the heads of screws sunk and pelleted				
The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete				
The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted				÷
Shelving, etc. described as screwed to steel must be fixed from underside and prices are to include for countersunk drilling through the steel for screw fixing				
rescriptions of floors, ceilings, joinery, etc shall be zemed to include for all square cutting				
Descriptions of items given in lineal metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc				
Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc shall be deemed to include for angles, ends, etc				
Carried Forward.				NOT PRICED
MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

BI	ECTION NO.2 LL NO.4 ARPENTRY AND JOINERY	Unit	Qty	Rate	Amount
	Brought Forward				NOT PRICED
	DOOR FRAMED FRAMES ETC				
	Supply and fix in position timber frames				
1	813x 2032 Single door frame	No	2	:	
	DOORS, ETC				F
	Wrought meranti framed, ledged and braced batten doors hung to steel or timber frames:				
2	nber Single door size 813 x 2032mm high	No	4		
3	Timber Double door size 1500 x 2032mm high overall, with hardwood edge strips and commercial ply finish suitable for painting both sides	No	1		
					a.
	Carried to Section Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

BIL	CTION NO.2 L NO.5 JMBING AND DRAINAGE	Unit	Qty	Rate	Amount
Fo	Preambles refer to "Department of Public Works : ecification of Materials & Methods to be used PW371"				
	BATHROOM FITTINGS				
	TAPS, ETC				
1	Star Plain Bib Tap Light-Pattern to match existing.	No	4	<b>'</b>	
2	Supply new 15mm brass stop cock	No	2		
3	Supply and fix new White Club Toilet Seat.	No	4		
	BLOCKED PIPES				
	Open, clean and rod out waste on blocked pipes, blocked urinal and blocked water closet				
4	Open waste water pipe to bath/basin/sink and rod out waste	No	4		
5	Open blocked wc	No	2		
	Urinals fixed complete and connected to services:				:
6	Franke or other approved CB102 curved back stainless steel urinal, not exceeding 900mm wide complete with built in flushing tank, mm adjustable dripcock, brass P trap and hinged domical grating.	No	1	,	
	Carried to Section Summary				
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

l	c E C	STICK NO 2				<b>.</b>	
		CTION NO.2 L NO.6	Unit	Qty	Rate	Amount	
		NMONGERY					
	For Spe	EAMBLES Preambles refer to "Department of Public Works : cification of Materials & Methods to be used 371"(www.publicworks.gov.za)					
		<u>Fixing</u>					
		Descriptions of all items shall be deemed to include fixing in position and all fixing accessories	 				
		All keys are to have a plastic tag with the door number				, k	
		HINGES, BOLTS, ETC					
1	1	Hinges to match existing, 100x76x3mm, pair	No	8			
		CATCHES, CABIN HOOKS, ETC					
	2	100mm SC cabin hook and eye.	No	4			
		LOCKS, ETC					
	3	Three lever 57mm backset	No	12	i.		
		BATHROOM FITTINGS					
		Liquid soap dispenser fixed in accordance with manufacturer's specifications to walls	No	4			
	5	Disposer bin fixed in accordance with manufacturer's specification to walls	No	4		v	
	6	Kimberley Clark Code 426096 or other approved dispenser bin plugged and screwed to wall.	No	4			
	7	Automatic Alcohol Sinitizer dispenser Infrared sensor	No	6			
		Carried to Section Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5- 21/22-0037					

BILL NO.7 FLOOR COVERINGS, WALL LININGS, ETC  PREAMBLES For Preambles refer to "Department of Public Works: Specification of Materials & Methods to be used PW371"(www.publicworks.gov.za)  FIXING Floor coverings, wall linings, etc shall, where applicable, be fixed with adhesive as recommended by the manufacturers of the flooring, linings, etc  FLOOR COVERINGS - VINYL TILES NB DEEP CLEAN QS NOTE  . ne colour of the vinyl tile is to always match the existing on site unless otherwise stated. To be confirmed with DPW Representative before purchase is made  Superflex approved vinyl tile to match existing:  1 On floors  2 On treads and risers of stairs  SUNDRIES  Prepare and apply three coats of a water based floor dressing complying to SABS 1042  An vinyl tiles  CARPET TILES  Carpet tiles laid with an approved adhesive:  4 On floors.  m² 8	SEC	TION NO.2		Qty	Rate	Amount
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OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-						
21/22-0037						

	TION NO.2	Unit	Qty	Rate	Amount
	<u>NO.8</u> ZING				
-				<u>.</u>	
	AMBLES				
Spec	Preambles refer to "Department of Public Works : ification of Materials & Methods to be used				
PW3	71"(www.publicworks.gov.za)				
	<u>QS NOTE</u>				
	The contractor is to first confirm on site the type of windows (steel, timber or aluminium) for the required glazing before any procurement is made. This will help to know if a putty for timber windows or rubberized strips for aluminium windows is required				
	SUPPLY AND REPLACE, REPAIR OR RE-FIX AND MAKE GOOD ALL FINISHES IN ALL TRADES				
\	Glazing complete per m² or portion thereof in aluminium, steel, timber sashes or winblocks including necessary putty, glazing beads, neoprene glazing channels, silicon sealant, primer, removing of broken glass, etc. all to match existing				
	GLAZING TO STEEL WITH PUTTY				
	For preambles see Standard Preambles to All Trades - WB20 and Supplementary Preambles - pages SUP1 to SUP6.				
	4 mm Clear float glass:				
1	Panes not exceeding 0,1m².	m²	11		
	Danes exceeding 0,1m2 and not exceeding 0,5m2.				
		m²	2		?
<u> </u>	4mm Arctic patterned glass:				
3	Panes not exceeding 0,1m².	m²	4		
4	Panes exceeding 0,1m² and not exceeding 0,5m².	m²	3		
	Carried Forward				
	MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

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	TION 2	Unit	Qty	Rate	Amount
	NO.8				
GLA	ZING				
	Brought Forward				<u> </u>
	TOPS, SHELVES, DOORS, MIRRORS, ETC.				
1					
	5mm Silvered float glass copper backed mirrors				1
	with polished edges holed for and fixed with				,
	chromium plated dome capped mirror screws with				
	rubber buffers to plugs in brickwork or concrete:			:	
5	Mirror 600 x 600mm high with four screws.	No	6		
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	GQABI REGION: JGR5-21/22-0037	ļ			
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	SECTION SUMMARY			į	
Bill No	SECTION 2	Page No		Amount	
1	Alterations	89		r	
2	Ceilings	90			
3	Paintwork	92			
4	Carpentry and Joinery	94			
5	Plumbing and Drainage	95		:	
6	Ironmongery	96			
!   7 	Floor Covering	97			
8	Glazing	99			
			,	×	
	SECTION 2				
	Carried to Final Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT				$\frac{1}{2}$
	STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037				

SECTION 3		Unit	Qty	Rate	Amount	
BILL NO. 1 PROVISIONAL SUMS						
	DOMESTIC SUB-CONTRACTORS					
7.78111	The following provisional sums are for work to be carried out by specialist firms which will be regarded as domestic sub-contractors to the main contractor. The main contractor will be requested to call for quotations from firms selected in conjunction with the Project Manager or in the case of emergency from a single source supplier on instruction from the Project Manager				*	
	ELECTRICAL INSTALLATION					
   	Allow the sum of R30 000.00 (Thirty thousand Rand) for repairs and upgrades of Electrical System	Item	1		R	30,000.00
2	Allow for profit on the above item.	%				
3	Allow for attendance on the above item.	%				
	EPWP-APTCODS					
4	Allow a sum of R 20 000,00 for two APTCOD students at a stipend of R 5000,00 per month.	Item	1		R	20,000.00
5	Allow for Profit on above item	%				
6	Allow for Attendance on above item	%			*	
			:			
	Carried to Section Summary MINOR REPAIRS TO PHASE 1 BUILDINGS AT STERKSPRUIT OFFICE COMPLEX FOR DPW&I IN JOE GQABI REGION: JGR5-21/22-0037					

FINAL SUMMARY	Page No			Amount			1 1 2
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1 SECTION 1: PRELIMINARIES AND GENERAL	84						
SECTION 2 : BUILDING WORK	100	1 NE .	د دم گهریست	ر ولي درايا ب سامه	( balada	عادا بعيد	المسلمان الا
SECTION 3 : PROVISIONAL SUMS	101	(12 mm)	in the state	क्षा है। कि कि किस्			
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Allow a sum of R 25 000,00 ( Twenty Five Thousand Rand only) for contingencies to be used as directed by DPW Representative and	,	Item		R 25 000,00	i i	, , ;	1
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FOR DPW&I IN JOE GOABI REGION				www.eea		, the same	
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