

TENDER

REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320

ORT5-22/23-0019 ORR

NAME OF COMPANY:

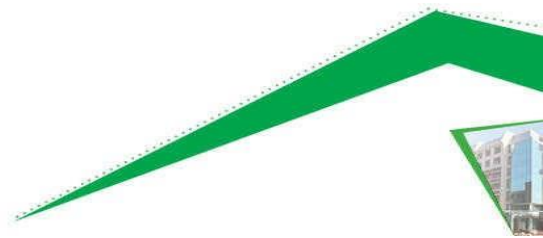
CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 24 October 2022

TIME: 11H00am

Department of Public Works&Infrastructure
KD Matanzima Building
Corner Owen and Victoria Street
Mthatha
5099



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **1GB or 1GB-PE only** in the following Class of works (**GB**) to tender for **REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320**.

The contract will be based on the JBCC 6.2 edition where the Eastern Cape Department of Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services with CIDB grading **1GB or 1GB-PE only** are eligible to submit tenders.

Tender documents will be available on the **05 October 2022 at 8H00 am**.

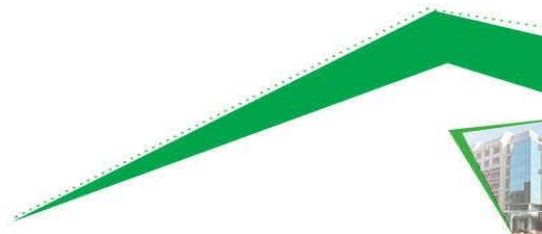
Tender documents are downloadable for free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Due to COVID 19, tenderers are encouraged to download the tender document.

Queries relating to the issue of these documents may be addressed in writing to email: Ntombifuthi.Nolala@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to Sizwe Zenzile – email: sizwe.zenzile@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00am** on the **24 October 2022**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked “**ORT5-22/23-0019 ORR: “REFURBISHMENT OF LUSIKISIKI KING’S HOUSE ERF 320**” must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, K.DMATANZIMA BUILDING MTHATHA**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery.

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



B. BID EVALUATION:

This bid will be evaluated in three (3) phases as follows:

Phase One: Administrative compliance.

Phase Two: Local content and production.

Phase Three: Bidders passing all stages above will thereafter be evaluated on PPPFA.

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 minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation for compliance to local content and other bid conditions are detailed in the document.

The Department of Public Works and Infrastructure SCM policy

applies. Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **“ORT5-22/23-0019 ORR: “REFURBISHMENT OF LUSIKISIKI KING’S HOUSE ERF 320”**, must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, K.D MATANZIMA BUILDING, MTHATHA.**

ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

N.Nolala

Tel No: 047 505 2750

Email Address: Ntombifuthi.Nolala@ecdpw.gov.za

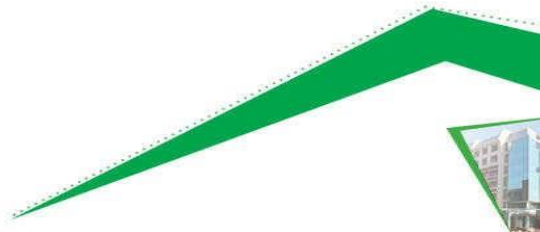
- **TECHNICAL ENQUIRIES**

S.Zenzile

Tel No: 047 505 2831

Email Address: Sizwe.Zenzile@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE: Call:
0800 701 7



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 as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**,

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Public Works and Infrastructure
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: S.Zenzile</p> <p>Department of Public Works and InfrastructureKD Building,</p> <p>Department of Public Works and Infrastructure</p> <p>Mthatha</p> <p>0475052831</p> <p>E-mail: Sizwe.Zenzile@ecdpw.gov.za</p>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 3: Three (3) stage procurement procedure shall be applied.
4	Tender's obligations
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or greater than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 1GB or 1GB-PE only of construction work;</p>



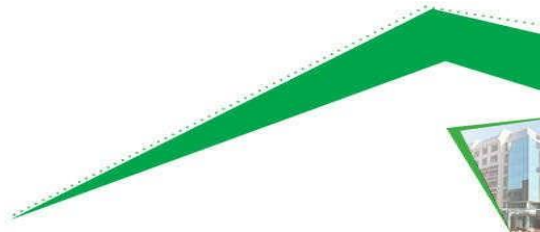
4.2	The employer will compensate the tender as follows as per the conditions of the Form of Contract signed, SLA OR JBCC The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. N/A
4.8	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.9	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.10	No alternative tender offers will be considered
4.10.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) The parts communicated electronically by the employer or its agents on paper format with the tender.
4.11	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employers shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.



4.12	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, GROUND FLOOR, MTHATHA. Physical address: PRIVATE BAG X 5009, MTHATHA, 5099 Identification details: "ORT5-22/23-0019 ORR: "REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320
4.13	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.14	A two-envelope procedure will not be required.
4.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.16	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.17	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.18	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.19	Access shall be provided for the following inspections, tests and analysis:
4.20	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW&I policy
5	Employer's undertakings



5.1	The Employer will respond to requests for clarification received up to ONE (1) working day before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.																				
5.2	The employer shall issue addenda until One (1) working day before tender closing time.																				
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00 am hours .																				
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																				
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) Is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																				
5.6	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.																				
5.6.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. <table><tr><th colspan="4">Table F.1: Formulae for calculating the value of A</th></tr><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4">^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table>	Table F.1: Formulae for calculating the value of A				Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
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^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																					
5.6.2	<p>The procedure for the evaluation of responsive tenders is Method 3: Compliance, Price and Preference:</p> <p>Phase 1: Administrative requirements and Mandatory requirements</p> <p>Phase 2: Local content and production.</p> <p>Phase 3: Price and preference (80/20 system)</p> <p>1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</p> <p><u>FAILURE TO COMPLY WITH THE FOLLOWING MANDATORY CONDITIONS THE BIDDER WILL BE ELIMINTATED.</u></p> <p>A. BIDDERS' PROPOSALS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENT IN A SEALED ENVELOPE IN THE BID BOX AT THE CLOSING DATE AND TIME:</p> <p>1. Bid Document must be submitted in its original format</p> <p>2. Bids which are late will be sent back to the sender without being evaluated</p>																				



	<ol style="list-style-type: none"> 1. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements and the status on CIDB must be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process. 2. Form of offer and Acceptance must be duly completed. N.B Where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall govern). 3. Returnable Schedule: SBD1-Invitation to bid: PART A should be completed, and PART B must be duly completed. NB (It is compulsory to complete the following: Signature of Bidder, Capacity under which this bid is signed and the date). 4. SBD4 –Declaration of interest must be duly completed: <ol style="list-style-type: none"> a. All questions from 2.1 up to 2.3.1 must be adequately answered, paragraph 3 must be duly completed. b. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. N.B: Failure to disclose such interest the bidder will be eliminated. That information will be verified by the evaluation committee through CSD. 5. Resolution to Sign must be duly completed (where applicable), If the document is signed by one of the directors, the resolution to sign is not required to be completed. 6. Only one offer per item per bidder is allowed and alternative offers will not be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums. 7. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. 8. VAT vendors must include VAT at 15% in their bid offer(s). 9. Bidders must be registered with CIDB of Grade 1GB or 1GB-PE only in the following class of works (GB) as per tender notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage) <p>N.B ALL THE ABOVE BID CONDITIONS ARE MANDATORY</p> <p><u>B. Other Conditions of bid/ Non eliminating:</u></p> <ol style="list-style-type: none"> 1. DPW&I Policy applies 2. If the offer (any of the items quoted for) is “Vat Inclusive”, the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 3. The bidder must be registered on the Central Supplier Database (CSD) prior the award 4. All bidders’ tax matters must be in order prior award. Bidders’ tax matters will be verified through CSD 5. Failure to complete SBD 6.1, will automatically results in the non-awarding of points for B-BBEE. (It is compulsory to complete paragraph 6,7 and signature of the bidder, failure to do that will automatically result in the non – awarding of points for BBBEE. (SBD 6.1 must be dully completed) 6. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder. 7. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J. 8. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid B-BBEE certificates or a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate 9. The contract will be done through the signing of an award letter or issuing of an official order. 10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing
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schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.

11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
12. A valid original or certified copy of a B-BBEE Certificate must be submitted with the bid OR a valid original or certified copy of a Sworn Affidavit attested by a commissioner of Oaths prepared and issued in terms of the amended B-BBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium a valid original or certified copy of B-BBEE Certificate must submit a consolidated B-BBEE certificate. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavit, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BBEE contributor or higher. Failure to comply, will automatically result in the non-awarding of points for B-BBEE. **(Particulars of the deponent on paragraph one (1) i.e. Name, Surname, identity number and enterprise name, Financial year end, Deponent signature and date, details of Commissioner of Oaths including signature, stamp and date must be completed and signed failure to do will automatically result in awarding Zero (0) points for BBEE)**

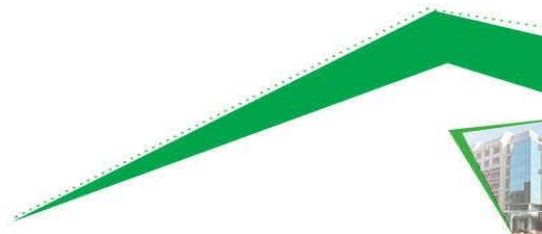
PHASE TWO: EVALUATION ON LOCAL PRODUCTION AND CONTENT

1. On local content designated items, only locally produced goods or services with a stipulated minimum threshold for local production and content of 70% and 100% will be considered.
2. The relevant designated sector: Steel Products and other products. The minimum threshold for local production and content: 70% and 100%.
3. Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.
4. Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration.
5. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time.
6. Bidders must complete and dully sign SBD6.2 (declaration certificate for local production and content).
7. Annexure C with subheading: schedule of local content declaration must be completed and signed.
8. The main contractor may not subcontract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s).
9. For further information, bidders may contact the units dealing with Metal Fabrication, Capital and Rail Transport Equipment within DTI at 012 394 5157. Email: TSamanga@thedti.gov.za

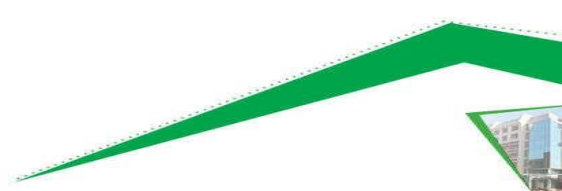
PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and B-BBEE/ PPPFA Regulations of 2017

	<table border="1"> <tr> <th>Criteria</th><th>Points</th></tr> <tr> <td>POINTS ON PRICE</td><td>80</td></tr> <tr> <td>B-BBEE</td><td>20</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </table> <p>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{P - P_m}{P_m})$ <p>The value of value of W₁ is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000. 	Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points								
POINTS ON PRICE	80								
B-BBEE	20								
TOTAL	100								
5.6.3	The procedure for the evaluation of responsive tenders is Method 3 (Administration compliance, Local Content, price and preference)								
5.6.4	<ol style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) 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 tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ol style="list-style-type: none"> 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 effect; f) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. g) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. 								



	<p>j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>k) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>l) 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; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>m) Prospective bidders must register on CSD prior submitting bids (open tenders). Any 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 working days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>n) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.7	The number of paper copies of the signed contract to be provided by the employer is 1.
5.8	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	<p>A. List of returnable documents:</p> <ul style="list-style-type: none"> SBD 1,4,6.1 Form of offer and acceptance Final summary of Bills of quantities or a complete pricing schedule
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> A valid original or certified copy of a valid B-BBEE Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) if preference points are claimed in respect of Broad-Based Black Economic Empowerment. A tenderer which is an EME or QSE can submit a duly signed valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths and attested by a Commissioner of Oaths Sworn Affidavit form. For an entity tendering as a joint venture, a valid consolidated B-B-BBEE Certificate meeting same



	<p>Requirements must be submitted with the bid. Failure to do so zero points will be allocated for B-BBEE status level.</p> <ul style="list-style-type: none"> A CSD Report for a contractor with valid and correct information.
3	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
4	<p>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. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. <u>except that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>
5	<p>Information and data to be completed in all respects</p> <p>Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
6	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
7	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or A person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or

	<p>i) An employee of Parliament or a provincial legislature.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
8	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) The amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 1 (one) working day before the tender closing time.</p>
10	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
11	<p>Scoring quality / functionality:</p>
12	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <p>(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or</p> <p>(b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>(c) No acceptable tenders are received.</p> <p>(d) Tender validity period has expired.</p> <p>(e) Gross irregularities in the tender processes and/or tender documents.</p> <p>(f) No market related offer received (after attempts of negotiation processes)</p> <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
13	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>
14	<p>The department must when acting against the tenderer or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the 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 Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>

T2.1 List of returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Record of addenda issued (Only if addenda is issued)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)

3 Returnable Schedules that will be incorporated into the contract

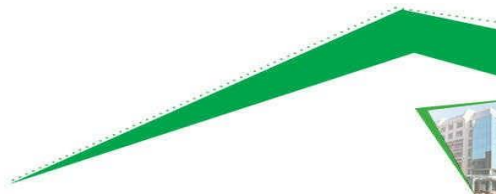
- SBD 1, 4, 6.1
- Certified copy of B-BBEE Status Level Verification certificate OR a valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (**Annexure B**)
- **Cession agreement with financier or supplier of material (where applicable) or intent to enter into accession after award.**

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	ORT5-22/23-0019 ORR		CLOSING DATE:	24 October 2022	CLOSING TIME: 11H00 am
DESCRIPTION:	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE K.D BUILDING					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ntombifuthi Nolala		CONTACT PERSON	Sizwe Zenzile	
TELEPHONE NUMBER	047 505 2750		TELEPHONE NUMBER	047 505 2831	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N / A	
E-MAIL ADDRESS	Ntombifuthi.Nolala@ecdpw.gov.za		E-MAIL ADDRESS	Sizwe.Zenzile@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVELSWORN AFFIDAVIT	[TICK APPLICABLE BOX] Yes No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



PART B

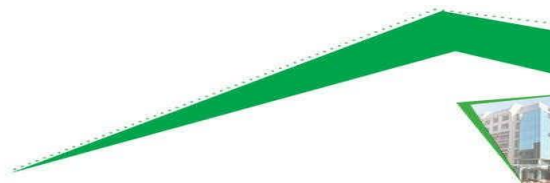
TERMS AND CONDITIONS FOR BIDDING

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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

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

DATE:



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

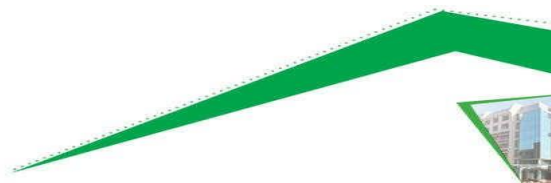
YES/NO

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is

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



employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

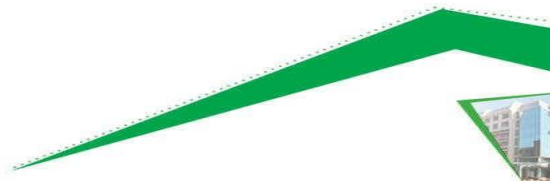
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

3.6 I am aware that, in addition and without prejudice to any other remedy provided



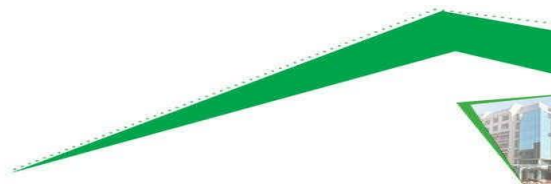
to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 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-BBEE, 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 R100 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R100 000 (all applicable taxes included).

1.2 1.2

a) The value of this bid is estimated to not exceed R100 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

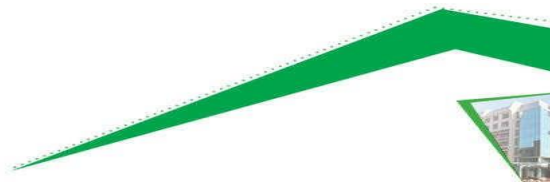
	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 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.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at anytime 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 tenderer to provide goods or services in accordance with specifications as set out in the tender 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;
- (i) **“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:

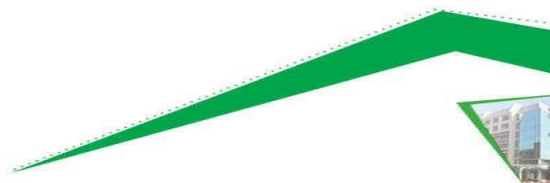
$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

- 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

(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	
-----	--	----	--

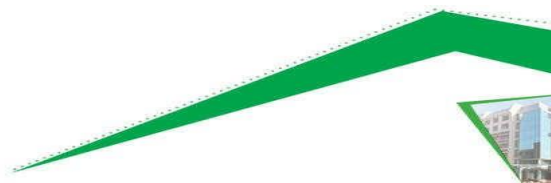
7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted..... %
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

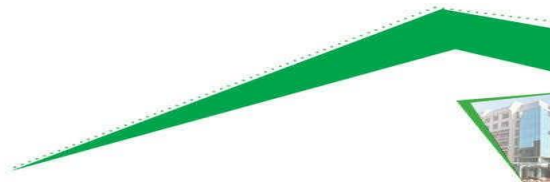
.....

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 authorized 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;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favorable 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.
2.

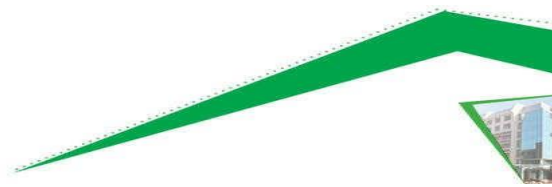
.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8. (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a three stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.



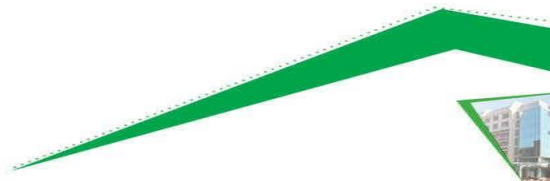
The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

No	Description of services, works or goods	Unit (e.g., m2, m3, ton, etc.)	Quantity	Stipulated minimum threshold
1	3mmx100mmx75mm ball bearing brass plated hinges	No	30	100%
2	100mm long brass barrel bolt	No	8	100%
3	Three - lever mortice EURO profile lockset code 2295-2 or equal approved	No	17	100%
4	Stainless steel latch and cylinder deadlock 30mm or similar approved product	No	2	100%
5	320 mm long T anodised aluminium flush handle in set of two or similar approved	No	2	100%
6	Aluminium manual operated slatted roller shutter complete with all accessories to suite 3230 x 2100 mm high opening	No	1	100%
7	100 mm Half-round roof gutters	m	120	100%
8	100 mm Diameter rainwater pipes	m	30	100%
9	Extra over gutter for angle	No	24	100%
10	Extra over gutter for outlet for 100 mm pipe	No	10	100%
11	Extra over rainwater pipe for bend	No	20	100%
12	Extra over rainwater pipe for shoe	No	10	100%
13	Extra over rainwater pipe for swan-neck	No	10	100%
14	110mm Diameter Pipes	m	250	100%
15	110mm Bend	No	6	100%
16	1140x 440mm Stainless steel sink with two 340 x 370mm x140mm deep end bowls	No	2	100%
17	200 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control,piping and drip tray	No	1	70%
18	150 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control, piping and drip tray	No	1	70%
19	110 mm uPVC one-way vent valve	No	6	100%
20	50mm brass shower trap with chromium plated waste and grating	No	6	100%
21	15mm Brass stopcock	No	12	100%

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



(Tick applicable box)

YES		NO	
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3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

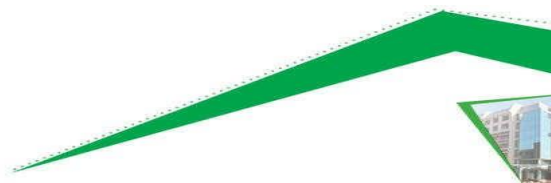
The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.: ORT5-22/23-0019 ORR

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.



The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

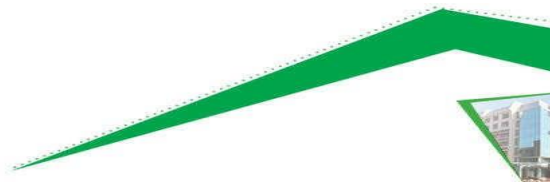
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WITNESS No. 1 _____

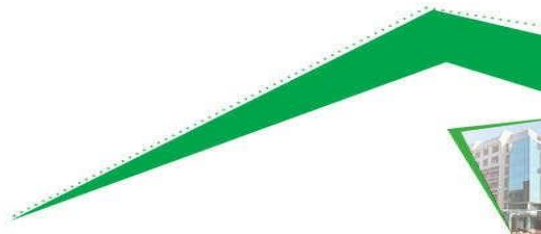
DATE: _____

WITNESS No. 2 _____

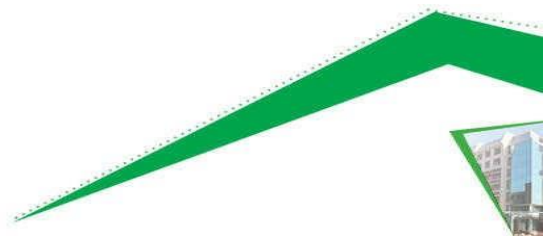
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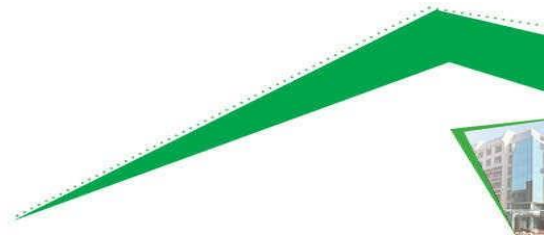
LOCAL CONTENT (ANNEX)



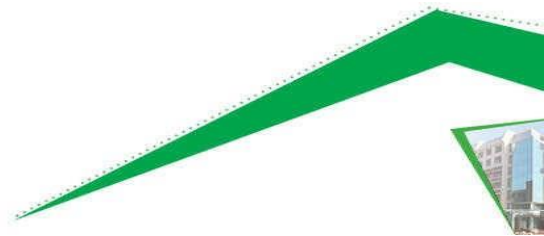
ANNEXURE C



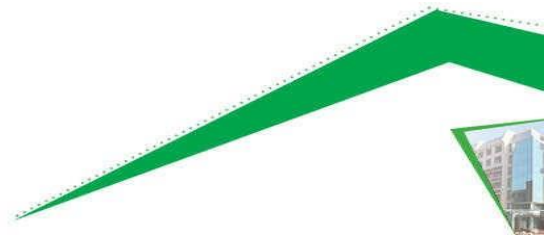
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	Aluminium manual operated slatted roller shutter complete with all accessories to suite 3230 x 2100 mm high opening							No	1																																																																																																																																																																																																																																																																																																																																																																																													
	100 mm Half-round roof gutters							m	120																																																																																																																																																																																																																																																																																																																																																																																													
	100 mm Diameter rainwater pipes							m	30																																																																																																																																																																																																																																																																																																																																																																																													
	Extra over gutter for angle							No	24																																																																																																																																																																																																																																																																																																																																																																																													
	Extra over gutter for outlet for 100 mm pipe							No	10																																																																																																																																																																																																																																																																																																																																																																																													
	Extra over rainwater pipe for bend							No	20																																																																																																																																																																																																																																																																																																																																																																																													
	Extra over rainwater pipe for shoe							No	10																																																																																																																																																																																																																																																																																																																																																																																													
	Extra over rainwater pipe for swan-neck							No	10																																																																																																																																																																																																																																																																																																																																																																																													
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	110mm Bend							No	6																																																																																																																																																																																																																																																																																																																																																																																													
	1140x 440mm Stainless steel sink with two 340 x 370mm x140mm deep end bowls							No	2																																																																																																																																																																																																																																																																																																																																																																																													
	200 Litres hot water cylinder geyser complete with all valves,vacuum breakers,expansion control,piping and drip tray							No	1																																																																																																																																																																																																																																																																																																																																																																																													
	150 Litres hot water cylinder geyser complete with all valves,vacuum breakers,expansion control, piping and drip tray							No	1																																																																																																																																																																																																																																																																																																																																																																																													
	110 mm uPVC one-way vent valve							No	6																																																																																																																																																																																																																																																																																																																																																																																													
	50mm brass shower trap with chromium plated waste and grating							No	6																																																																																																																																																																																																																																																																																																																																																																																													
	15mm Brass stopcock							No	12																																																																																																																																																																																																																																																																																																																																																																																													
										(C20) Total tender value																																																																																																																																																																																																																																																																																																																																																																																												
Signature of tenderer from Annex B										(C21) Total Exempt imported content																																																																																																																																																																																																																																																																																																																																																																																												
										(C22) Total Tender value net of exempt imported content																																																																																																																																																																																																																																																																																																																																																																																												
										(C23) Total Imported content																																																																																																																																																																																																																																																																																																																																																																																												
										(C24) Total local content																																																																																																																																																																																																																																																																																																																																																																																												
Date:										(C25) Average local content % of tender																																																																																																																																																																																																																																																																																																																																																																																												



ANNEXURE D



Annex D											SATS 1286.2011		
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.	ORT5-22/23-0019 ORR					Note: VAT to be excluded from all calculations						
(D2)	Tender description:	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320											
(D3)	Designated Products:	Steel products and components											
(D4)	Tender Authority:	Department of Public Works and Infrastructure											
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:	Pula		EU		GBP							
A. Exempted imported content					Calculation of imported content					Summary			
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
(D19) Total exempt imported value													
This total must correspond with Annex C - C 21													
B. Imported directly by the Tenderer					Calculation of imported content					Summary			
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
(D32) Total imported value by tenderer													
C. Imported by a 3rd party and supplied to the Tenderer					Calculation of imported content					Summary			
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
(D45) Total imported value by 3rd party													
D. Other foreign currency payments					Calculation of foreign currency payments					Summary of payments			
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange									
(D46)	(D47)	(D48)	(D49)	(D50)									
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above													
This total must correspond with Annex C - C 23													
Signature of tenderer from Annex B													
Date:													



ANNEXURE E



Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	ORT5 22/23 0019 ORR	
(E2)	Tender description:	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320	Note: VAT to be excluded from all calculations
(E3)	Designated products:	Steel products and components	
(E4)	Tender Authority:	Department of Public Works and Infrastructure (OR Tambo)	
(E5)	Tendering Entity name:		

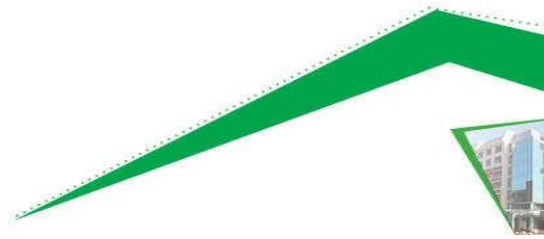
Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	3mmx100mmx75mm ball bearing brass plated hinges		
	100mm long brass barrel bolt		
	Three - lever mortice EURO profile lockset code 2295-2 or equal approved		
	Stainless steel latch and cylinder deadlock 30mm or similar approved product		
	320 mm long T anodised aluminium flush handle in set of two or similar approved		
	Aluminium manual operated slatted roller shutter complete with all accessories to suite 3230 x 2100 mm high opening		
	100 mm Half-round roof gutters		
	100 mm Diameter rainwater pipes		
	Extra over gutter for angle		
	Extra over gutter for outlet for 100 mm pipe		
	Extra over rainwater pipe for bend		
	Extra over rainwater pipe for shoe		
	Extra over rainwater pipe for swan-neck		
	110mm Diameter Pipes		
	110mm Bend		
	1140x 440mm Stainless steel sink with two 340 x 370mm x140mm deep end bowls		
	200 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control,piping and drip tray		
	150 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control, piping and drip tray		
	110 mm uPVC one-way vent valve		
	50mm brass shower trap with chromium plated waste		
	15mm Brass stopcock		
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content
This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:



EXAMPLES ANNEXURE C, D & E ON LOCAL CONTENT AND PRODUCTION

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

4. General Conditions

- 4.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 4.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content, will be considered.
- 4.3. Where necessary, for the purposes referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 4.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 4.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

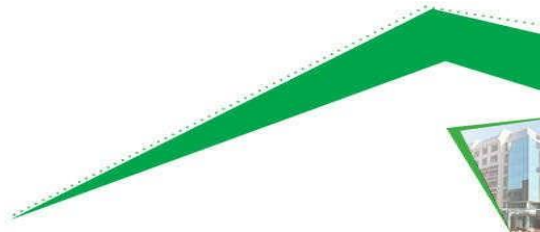
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been



1. Definitions

- 1.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 1.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 1.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 1.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 1.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, customs duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 1.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 1.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry;
- 1.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.



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

No.	Description of services, works or goods	Unit (e.g. m2, m3, ton, etc)	Quantity	Stipulated minimum threshold
1		tonnes	261.95	100%
2		tonnes	240	100%
3		No	261.95	85%

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

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	R14 / \$1
Pound Sterling	R19.50 / 1 pound
Euro	R14.10 / 1 Euro
Yen	R0.50/ 500Yens
Other	

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

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



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

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

IN RESPECT OF BID NO. SCMU5-18/19-

0888.....

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

**DEPARTMENT OF PUBLIC
WORKS.....**

NB

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

I, the undersigned, **MKHAYA PHONDO** (full names), do hereby declare, in my capacity as **DIRECTOR.....** of **.....PHONDO CONSTRUCTION.....** (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R 370 940
Imported content (x), as calculated in terms of SATS 1286:2011	R 62 868
Stipulated minimum threshold for local content (paragraph 3 above)	100%+85%
Local content %, as calculated in terms of SATS 1286:2011	83.05%



If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the award of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that is not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: 23 Oct 2018 _____

WITNESS No. 1 _____

DATE: 23 Oct 2018 _____

WITNESS No. 2 _____

DATE: 23 Oct 2018 _____



Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.	SCMUS-18/19-0888	Note: VAT to be excluded from all calculations
(C2) Tender description:	Construction of BHISHO JSS School	
(C3) Designated product(s)	Steel Products and Structures and Furniture	
(C4) Tender Authority:	Department of Public Works (EC)	
(C5) Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD	
(C6) Tender Exchange Rate:	Pula GBP	
(C7) Specified local content %	100% and 85%	

Calculation of local content

Tender summary

Tender item no's	List of items	Tender price (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Unit of measurement	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)		(C16)	(C17)	(C18)	(C19)
53, 34, 50	Mild steel reinforcement to structural concrete work: 12 mm diameter bars	R 35.00	R 0.00	R 35.00	R 0.00	R 35.00	100%	tonnes	261.95	R 9 168	R 0	R 0
54, 35	Mild steel reinforcement to structural concrete work: 10 mm diameter bars	R 23.00	R 0.00	R 23.00	R 0.00	R 23.00	100%	tonnes	240.00	R 5 520	R 0	R 0
25	Furniture High back Chair	R 1 600.00	R 0.00	R 1 600.00	R 240.00	R 1 360.00	85%	No.	261.95	R 356 252	R 0	R 62 868

(C20) Total tender value R 370 940

Signature of tenderer from Annex B

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 370 940

(C23) Total Imported content R 62 868

(C24) Total local content R 308 072

(C25) Average local content % of tender 83.05%

Date: 24-Oct-18



Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	SCMUS-18/19-0888				<u>Note:</u> VAT to be excluded from all calculations
(D2)	Tender description:	Construction of BHISHO JSS School				
(D3)	Designated Products:	Furniture products				
(D4)	Tender Authority:	Department of Public Works (EC)				
(D5)	Tendering Entity name:	IPHONDO CONSTRUCTION (PTY) LTD				
(D6)	Tender Exchange Rate:	Pula		EU	GBP	

A. Exempted imported content

Calculation of imported content

Summary

[illegible]

(D19) Total exempt imported value	R 0
-----------------------------------	-----

This total must correspond with
Annex C - C21

B. Imported directly by the Tenderer	
1	...
2	...
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99	...
100	...

Calculation of imported content

Summary

[illegible]

(D32) Total Imported value by tenderer	R O
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[illegible]

Calculation of imported content

Summary

[illegible]

(D45) Total Imported value by 3rd party	R 62 858
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D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

payments					payments						
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender/Rate of Exchange							Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)							(D51)
EFT	FNB	Walton Chinese fabric	\$12	R 14.00							R 168

[illegible]

Signature of tenderer from Annex B

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above	R 62 868
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This total must correspond with
Annex C - C 23

Date:	24-Oct-18
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(E1)	Tender No.	SCMU5-18/19-0888
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(E2)	Tender description:	Construction of Bhisho JSS
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Note: A* to be excluded from all calculations

(E3)	Designated products:	Steel Products and Structures
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(E4)	Tender Authority:	Department of Public Works (EC)
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(E5)	Tendering Entity name:	Phondo Construction
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**Local Products
(Goods, Services
and Works)**

Description of items purchased

Local suppliers

Value

% of 15

(E6)

(E7)

(E8)

Mild steel reinforcement to structural concrete work: 12 mm diameter bars

RC Steel (Pty) Ltd

R 8050

Mild steel reinforcement to structural concrete work: 10 mm diameter bars

RC Steel (Pty) Ltd

R 4 500

Furniture High back Chair

Budget Joshua Home Furniture

R 289 166

(E9) Total local products (Goods, Services and Works)	R 301 716
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(E10)	Manpower costs	(Tenderer's manpower cost)
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R 2500

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R 1500

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

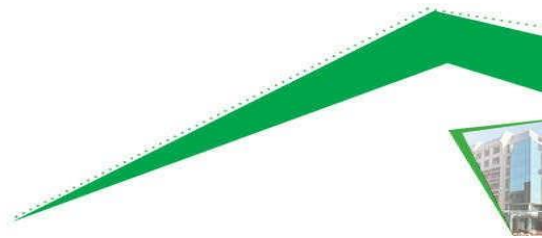
R 2356

(E13) Total local content	R 308 072
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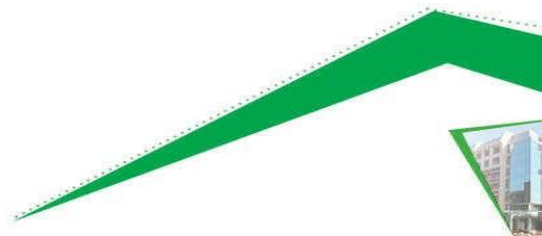
This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:	24-Oct-18
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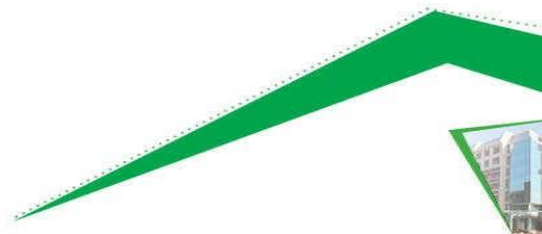
***VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE
(IF APPLICABLE, ATTACH HERE)***



SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

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



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

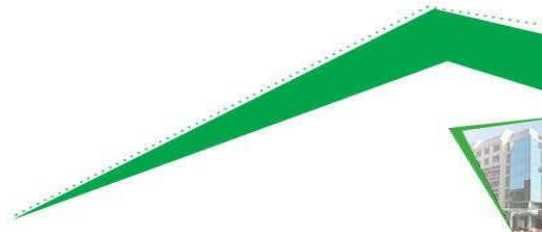
1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

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”	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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 under Oath that:

- ☐ The Enterprise is _____% **Black 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 2013,
- ☐ The Enterprise is _____% **Black Woman 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 2013,
- ☐ The Enterprise is _____% **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 2013, Based on the Financial



Statements/Management Accounts and other information available on the latest financial year-end of:

Date----- Month-----Year----- the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),

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

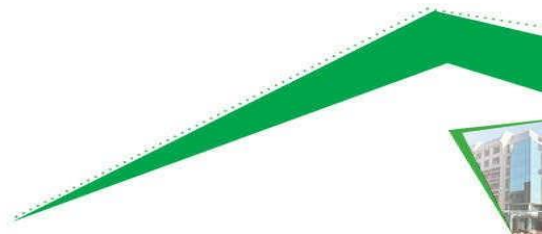
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 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 R1.8million in the case of BEPs and less than R3 million in the case of Contractors are :
 - o A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - o B) Not required to have an authorized 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_empowerment/bee_sector_charters.jsp
- An electronic copy can also be requested through DPW offices (Supply Chain Offices)
- 4. 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.
- 5. 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	

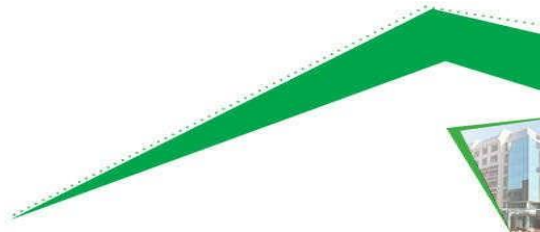
Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

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”	<p>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 –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization-</p> <ol style="list-style-type: none"> 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 under Oath that:

- ☐ The Enterprise is _____% **Black 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 2013,
- ☐ The Enterprise is _____% **Black Woman 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 2013,
- ☐ The Enterprise is _____% **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 2013,

- ☐ Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of, **Date-----Month-----Year-----** the annual Total Revenue was between 10 million (ten MillionRands) and less than R50,000,000.00 (fifty Million Rands).
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

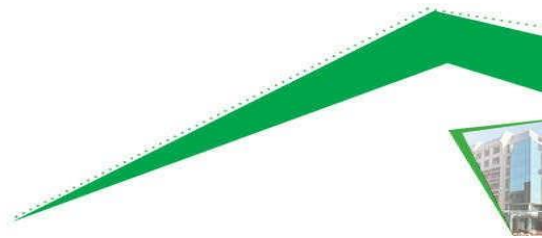
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

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

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
 - 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_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. 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.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

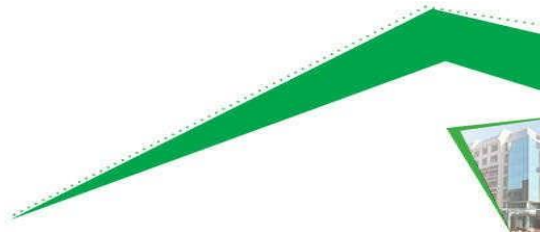
Deponent Signature: _____ Date: _____

Commissioner of Oaths
Signature & stamp



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

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)

Annexure C
(Normative)

FORM OF OFFER AND ACCEPTANCE

Project title	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320
ORT number	"ORT5-22/23-0019 ORR

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320**

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

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

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

.....Rand (in words)

R.....(in figures) (or

other suitable wording)

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

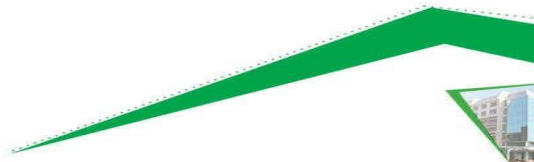
Signature
Name
Capacity
for the
tenderer
(Name and address of organization)
Name and signature
of witness Date

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.



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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature
Name
Capacity
for the
Employer
(Name and address of organization)
Name and signature
of witness Date

Schedule of Deviations

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

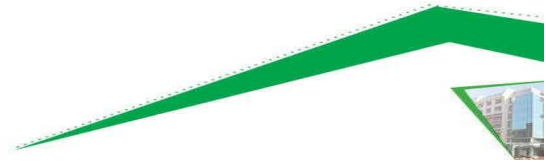
By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as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

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

¹ As an alternative, the following wording may be used:



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



B

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320		
ORT NUMBER	"ORT5-22/23-0019 ORR		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

Mr./Ms. _____, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

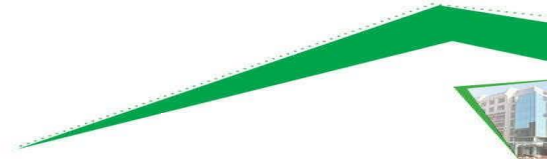
DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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



BILLS OF QUANTITIES

SECTION 1**PRELIMINARIES****MEANING OF TERMS "TENDER / TENDERER"**

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

PRELIMINARIES

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

PRICING OF PRELIMINARIES

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

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

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**DEFINITIONS**

A1.0

DEFINITIONS AND INTERPRETATION

Clause 1.0

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

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

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

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

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

"**CONSTRUCTION PERIOD**" means the period commencing on the date on which possession of the **site** is given to the contractor and ending on the date of **practical completion**

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

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

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

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

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

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

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

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

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____ **Item**

OBJECTIVE AND PREPARATION

A2.0

OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A3.0

DOCUMENTS

Clause 3.0

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

Clause 3.2.2 is amended by removing the reference to:

No clause

Clause 3.7 is amended by the addition of the following:

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

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

Fixed:_____ Value related:_____ Time related:_____ **Item**

A4.0	DESIGN RESPONSIBILITY Clause 4.0 Clause 4.3 is amended by replacing it with the following: No clause Fixed: _____ Value related: _____ Time related: _____ Item
A5.0	EMPLOYER'S AGENTS Clause 5.0 Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents Fixed: _____ Value related: _____ Time related: _____ Item
A6.0	SITE REPRESENTATIVE Clause 6.0 Fixed: _____ Value related: _____ Time related: _____ Item
A7.0	COMPLIANCE WITH REGULATIONS Clause 7.0 Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed: _____ Value related: _____ Time related: _____ Item
A8.0	WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____ Item
A9.0	INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____ Item
A10.0	WORKS INSURANCES Clause 10.0 Clause 10.0 is amended by the addition of the following clauses: 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 Injury to Persons or loss of or damage to Properties

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

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within fourteen (14) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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

Fixed:_____ Value related:_____ Time related:_____

Item

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed:_____ Value related:_____ Time related:_____

Item

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed:_____ Value related:_____ Time related:_____

Item

A13.0 **No clause**

A14.0 **SECURITY**

Clause 14.0

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

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

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

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within fourteen (14) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **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 fourteen (14) **calendar days** from **commencement date**

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

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

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

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

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

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

N/A

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

N/A

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

N/A

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

N/A

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

N/A

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

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

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

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

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

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

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

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

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

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

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

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

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

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

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

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

Fixed:_____ Value related:_____ Time related:_____ **Item**

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

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

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

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days of commencement date**

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

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

Fixed:_____ Value related:_____ Time related:_____ **Item**

Clause 15.2.2 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____ **Item**

A16.0 ACCESS TO THE WORKS

Clause 16.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

A17.0 CONTRACT INSTRUCTIONS

Clause 17.0

Clause 17.1.11 is amended by deleting the words “and the appointment of **nominated and selected subcontractors**”

Fixed:_____ Value related:_____ Time related:_____ **Item**

A18.0 SETTING OUT OF THE WORKS

Clause 18.0

Fixed:_____ Value related:_____ Time related:_____ **Item**

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A19.0	ASSIGNMENT Clause 19.0 Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
A20.0	NOMINATED SUBCONTRACTORS Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No clause Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
A21.0	SELECTED SUBCONTRACTORS Clause 21.0 Clause 21 is amended by replacing it with: No clause Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
A22.0	EMPLOYER'S DIRECT CONTRACTORS Clause 22.0 Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS Clause 23.0 Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
	COMPLETION
A24.0	PRACTICAL COMPLETION Clause 24.0 Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>
A25.0	WORKS COMPLETION Clause 25.0 Fixed:_____ Value related:_____ Time related:_____ <div>Item</div>

SECTION 1: PRELIMINARIES (SECTION A)**Each Item Carried to Collection**

A26.0	FINAL COMPLETION Clause 26.0 Clause 26.1.2 is amended by inserting “#” next to 26.1.2 Fixed:_____ Value related:_____ Time related:_____ Item	
A27.0	LATENT DEFECTS LIABILITY PERIOD Clause 27.0 Fixed:_____ Value related:_____ Time related:_____ Item	
A28.0	SECTIONAL COMPLETION Clause 28.0 Fixed:_____ Value related:_____ Time related:_____ Item	
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION Clause 29.0 Clause 29.2.5 is amended by replacing it with: No clause Fixed:_____ Value related:_____ Time related:_____ Item	
A30.0	PENALTY FOR NON-COMPLETION Clause 30.0 Fixed:_____ Value related:_____ Time related:_____ Item	
	PAYMENT	
A31.0	INTERIM PAYMENT TO THE CONTRACTOR Clause 31.0 Clause 31.5.2 is amended by replacing “14.7.1” with “14.0” Clause 31.6.5 is amended by removing the reference to: No Clause And the addition of the following clause: NO DEPOSITS due by the Contractor to any supplier or sub-contractor for materials or equipment will be included in any valuation prior to the delivery to the site of such materials or equipment after which it will be treated as materials on site in terms of clause 31 of the Principal Building Agreement Clause 31.8 is amended by replacing it with the following two alternative clauses: Alternative A	

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

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

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

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

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

Alternative B

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

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

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

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

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

Clause 31.9 is amended by replacing "twenty-one (21) **calendar days**" with "thirty (30) **calendar days**"

Clause 31.9 is further amended by the addition of the following:

"Should the Service Provider's tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon the date, the thirty (30) day period for due date of payment of the invoice shall commence."

Clause 31.12 is amended by deleting the following:

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

Fixed: _____ Value related: _____ Time related: _____
Item

Clause 32.13 is amended by the addition of the following clause:

Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows:

Xe = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

A33.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

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

Fixed:_____ Value related:_____ Time related:_____

Item

A34.0 **FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing “#” next to 34.1

Clause 34.2 is amended by inserting “#” next to 34.2

Clause 34.8 is amended by deleting the words “where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1”

Clause 34.13 is amended by replacing “seven (7) **calendar days**” with “thirty (30) **calendar days**” and deleting the words “subject to the **employer** giving the **contractor** a tax invoice for the amount due”

Fixed:_____ Value related:_____ Time related:_____

Item

A35.0 **PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed:_____ Value related:_____ Time related:_____

Item

SECTION 1: PRELIMINARIES (SECTION A)

Each Item Carried to Collection

CANCELLATION

A36.0

CANCELLATION BY EMPLOYER – CONTRACTOR’S DEFAULT

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contractClause 36.3 is amended by removing the reference to “No clause” and replacing the words “**principal agent**” with “**employer**”

Clause 36.0 is amended by the addition of the following clause:

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

Fixed:_____ Value related:_____ Time related:_____

Item

A37.0

CANCELLATION BY EMPLOYER – LOSS AND DAMAGE

Clause 37.0

Clause 37.3.5 is amended by replacing “ninety (90)” with “one-hundred and twenty (120)”

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

A38.0

CANCELLATION BY CONTRACTOR – EMPLOYER’S DEFAULT

Clause 38.0

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

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

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

Fixed:_____ Value related:_____ Time related:_____

Item

A39.0

CANCELLATION – CESSATION OF THE WORKS

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

“within one hundred and twenty (120) **working days** of completion of such a report”

Fixed:_____ Value related:_____ Time related:_____

Item**DISPUTE**

A40.0

DISPUTE SETTLEMENT

Clause 40.0

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

Clause 40.6 is amended by removing the reference to:

No clause

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

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

Fixed:_____ Value related:_____ Time related:_____

Item**SUBSTITUTE PROVISIONS**

A41.0

STATE CLAUSES

Clause 41.0

Fixed:_____ Value related:_____ Time related:_____

Item**CONTRACT VARIABLES**

A42.0

THE SCHEDULE (C1.2: CONTRACT DATA)

Clause 42.0

Tenderers are referred to document C1.2: Contract Data (Volume 1) for variables pertaining to this contract

Fixed:_____ Value related:_____ Time related:_____

Item**SECTION 1: PRELIMINARIES (SECTION A)****Each Item Carried to Collection**

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

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

Fixed:_____ Value related:_____ Time related:_____

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

Fixed:_____ Value related:_____ Time related:_____

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

Fixed:_____ Value related:_____ Time related:_____

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

Fixed:_____ Value related:_____ Time related:_____

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

Fixed:_____ Value related:_____ Time related:_____

N/A**B2.5 *Priced documents***

Fixed:_____ Value related:_____ Time related:_____

Item**B2.6 *Tender submission***

Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1)"

Fixed:_____ Value related:_____ Time related:_____

Item**B3.0 THE SITE****B3.1 *Defined works area***

Fixed:_____ Value related:_____ Time related:_____

Item**B3.2 *Geotechnical investigation***

Fixed:_____ Value related:_____ Time related:_____

Item**SECTION 1: PRELIMINARIES (SECTION C)****Each Item Carried to Collection**

B3.3	<i>Inspection of the site</i> Tenderers shall complete the Tender briefing meeting attendance certificate and return the same with the tender submission. Tenderers are encouraged to inspect the various school sites as they deem necessary. Fixed:_____ Value related:_____ Time related:_____	Item
B3.4	<i>Existing premises occupied</i> Fixed:_____ Value related:_____ Time related:_____	Item
B3.5	<i>Previous work – dimensional accuracy</i> Fixed:_____ Value related:_____ Time related:_____	N/A
B3.6	<i>Previous work – defects</i> Fixed:_____ Value related:_____ Time related:_____	N/A
B3.7	<i>Services – known</i> Fixed:_____ Value related:_____ Time related:_____	Item
B3.8	<i>Services – unknown</i> Fixed:_____ Value related:_____ Time related:_____	Item
B3.9	<i>Protection of trees</i> Fixed:_____ Value related:_____ Time related:_____	Item
B3.10	<i>Articles of value</i> Fixed:_____ Value related:_____ Time related:_____	Item
B3.11	<i>Inspection of adjoining properties</i> Fixed:_____ Value related:_____ Time related:_____	Item
B4.0	MANAGEMENT OF CONTRACT	
B4.1	<i>Management of the works</i> Fixed:_____ Value related:_____ Time related:_____	Item
B4.2	<i>Programme for the works</i> Fixed:_____ Value related:_____ Time related:_____	Item
B4.3	<i>Progress meetings</i> Fixed:_____ Value related:_____ Time related:_____	Item

SECTION 1: PRELIMINARIES (SECTION C)**Each Item Carried to Collection**

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

SECTION 1: PRELIMINARIES (SECTION C)**Each Item Carried to Collection**

B7.0	TEMPORARY SERVICES			
B7.1	<i>Location</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B7.2	<i>Water</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B7.3	<i>Electricity</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B7.4	<i>Telecommunication facilities</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B7.5	<i>Ablution facilities</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B8.0	PRIME COST AMOUNTS			
B8.1	<i>Responsibility for prime cost amounts</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B9.0	ATTENDANCE ON N/S SUBCONTRACTORS			
B9.1	<i>General attendance</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B9.2	<i>Special attendance</i>			
	Fixed:_____ Value related:_____ Time related:_____			N/A
B9.3	<i>Commissioning – fuel, water and electricity</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B10.0	FINANCIAL ASPECTS			
B10.1	<i>Statutory taxes, duties and levies</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item
B10.2	<i>Payment for preliminaries</i>			
	Fixed:_____ Value related:_____ Time related:_____			Item

B10.3	<i>Adjustment of preliminaries</i> Clauses B10.3.1 and B10.3.2 are amended by replacing “within fifteen (15) working days of taking possession of the site ” with “when submitting his priced bills of quantities / lump sum document ” Fixed:_____ Value related:_____ Time related:_____ Item
B10.4	<i>Payment certificate cash flow</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.0	GENERAL
B11.1	<i>Protection of the works</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.2	<i>Protection / isolation of existing / sectionally occupied works</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.3	<i>Security of the works</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.4	<i>Notice before covering work</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.5	<i>Disturbance</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.6	<i>Environmental disturbance</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.7	<i>Works cleaning and clearing</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.8	<i>Vermin</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.9	<i>Overhand work</i> Fixed:_____ Value related:_____ Time related:_____ Item
B11.10	<i>Instruction manuals and guarantees</i> Fixed:_____ Value related:_____ Time related:_____ Item

B11.11	As built information		
	Fixed:_____ Value related:_____ Time related:_____		Item
B11.12	Tenant installations		
	Fixed:_____ Value related:_____ Time related:_____		N/A
B12.0	SCHEDULE OF VARIABLES		
B12.1	Pre-tender information		
	Fixed:_____ Value related:_____ Time related:_____		Item
<p>This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries</p> <p>Spaces requiring information must be filled in, shown as “not applicable” or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>			
12.1	PRE-TENDER INFORMATION		
12.1.1	<i>Provisional bills of quantities</i>		
[2.2]	<i>The quantities are provisional</i>	(yes/no)	<input type="text" value="Yes"/>
12.1.2	<i>Availability of construction documentation</i>		
[2.3]	<i>Construction documentation is complete</i>	(yes/no)	<input type="text" value="No"/>
12.1.3	<i>Interests of agents</i>		
[2.4]	Details: N/A		
12.1.4	<i>Defined works area</i>		
[3.1]	Details: The area of the works to be occupied by the contractor , any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the principal agent at the pre-tender site inspection.		
12.1.5	<i>Geotechnical investigation</i>		
[3.2]	Details: N/A		
12.1.6	<i>Existing premises occupied</i>		
[3.4]	Specific requirements: N/A		
12.1.7	<i>Previous work – dimensional accuracy</i>		
[3.5]	Details: N/A		
12.1.8	<i>Previous work – defects</i>		
[3.6]	Details: N/A		
12.1.9	<i>Services – known</i>		
[3.7]	Details: Services not indicated on drawings will be pointed out on site by the principal agent.		
12.1.10	<i>Protection of trees</i>		

SECTION 1: PRELIMINARIES (SECTION C)**Each Item Carried to Collection**

[3.9]	Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.		
12.1.11 [3.11]	Inspection of adjoining properties Specific requirements: All adjacent buildings, municipal roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.		
12.1.12 [6.2]	Enclosure of the works Specific requirements: The contractor must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the construction period and removed on completion of the works .		
12.1.13 [6.4.3]	Offices Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent , minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times		
12.1.14 [6.5]	Main notice board Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 2.75 x 3.7m as per the specification and the drawing annexed to these bills of quantities for tender purposes, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.		
12.1.15 [6.6]	Subcontractors' notice board A notice board is required Specific requirements: None	(yes/no) <input type="text" value="No"/>	
12.1.16 [7.2]	Water Option A (by contractor) Option B (by employer – free of charge) Option C (by employer – metered)	(yes/no) <input type="text" value="Yes"/>	(yes/no) <input type="text" value="No"/>
12.1.17 [7.3]	Electricity Option A (by contractor) Option B (by employer – free of charge) Option C (by employer – metered)	(yes/no) <input type="text" value="Yes"/>	(yes/no) <input type="text" value="No"/>
12.1.18 [7.4]	Telecommunications Telephone Facsimile E-mail	(yes/no) <input type="text" value="Yes"/>	(yes/no) <input type="text" value="No"/>
12.1.19 [7.5]	Ablution facilities Option A (by contractor) Option B (by employer)	(yes/no) <input type="text" value="Yes"/>	(yes/no) <input type="text" value="No"/>

SECTION 1: PRELIMINARIES (SECTION C)

Each Item Carried to Collection

12.1.20 [11.2]	Protection of existing/sectionally occupied works Protection is required	(yes/no)	<input type="text" value="Yes"/>
12.1.21 [9.2]	Special attendance Subcontractor (1) details: N/A Subcontractor (2) details: N/A Subcontractor (3) details: N/A Subcontractor (4) details: N/A		
12.1.22 [11.1]	Protection of the works Specific requirements: None		
12.1.23 [11.5]	Disturbance Specific requirements: The contractor shall exercise dust and sand control by watering the site regularly and/or by using any other suitable measures such as providing, erecting and removing on completion of the works all necessary temporary dust screens, all to the satisfaction of the principal agent .		
12.1.24 [11.6]	Environmental disturbance Specific requirements: N/A		
12.2	POST-TENDER INFORMATION		
12.2.1 [10.2]	Payment of preliminaries Option A (prorated)	(yes/no)	<input type="text" value="Yes"/>
	Option B (calculated)	(yes/no)	<input type="text" value="No"/>
12.2.2 [10.3]	Adjustment of preliminaries Option A (three categories)	(yes/no)	<input type="text" value="Yes"/>
	Option B (detailed breakdown)	(yes/no)	<input type="text" value="No"/>
12.2.3	Additional agreed preliminaries items Details:		

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related: _____ Time related: _____
Item

C2.0 GENERAL PREAMBLES

The items in the **bills of quantities / lump sum document** are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from the brevity of descriptions of items fully described in the said Model Preambles for Trades will be entertained.

The Department of Public works Specification of Materials and Methods to be used (PW371 – 4th Revision Oct 1993) shall apply to the works.

Fixed: _____ Value related: _____ Time related: _____
Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related: _____ Time related: _____
Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related: _____ Time related: _____
Item

C5.0 VIEWING THE SITE IN SECURITY AREAS

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related: _____ Time related: _____
N/A

C6.0 COMMENCEMENT OF WORKS IN SECURITY AREAS

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related: _____ Time related: _____
N/A

C7.0 ENTRANCE PERMITS TO SECURITY AREAS

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related: _____ Time related: _____
N/A

C8.0 SECURITY CHECK OF PERSONNEL

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed: _____ Value related: _____ Time related: _____
N/A

C9.0 PROHIBITION ON TAKING OF PHOTOGRAPHS

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed: _____ Value related: _____ Time related: _____
N/A

C10.0

OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause, as well as the clauses that follow hereafter and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under these clauses and no additional claims in this regard shall be entertained

Fixed: _____ Value related: _____ Time related: _____

Item

C10.1

OCCUPATIONAL HEALTH AND SAFETY

Preparation of contractor's site specific health and safety plan

Fixed: _____ Value related: _____ Time related: _____

Item

C10.2

OCCUPATIONAL HEALTH AND SAFETY

Principal contractor's initial obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related: _____ Time related: _____

Item

C10.3

OCCUPATIONAL HEALTH AND SAFETY

Principal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related: _____ Time related: _____

Item

C10.4

PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

Provision of reflective vests

Fixed: _____ Value related: _____ Time related: _____

Item

C10.5	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of hard hats Fixed: _____ Value related: _____ Time related: _____ Item
C10.6	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of protective footwear Fixed: _____ Value related: _____ Time related: _____ Item
C10.7	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of earplugs Fixed: _____ Value related: _____ Time related: _____ Item
C10.8	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of dust masks Fixed: _____ Value related: _____ Time related: _____ Item
C10.9	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of gloves Fixed: _____ Value related: _____ Time related: _____ Item
C10.10	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of high visibility overalls to SARTSM Chapter 13 Level 3 Fixed: _____ Value related: _____ Time related: _____ Item
C10.11	PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE) Provision of SANS approved ear defenders Fixed: _____ Value related: _____ Time related: _____ Item
C10.12	OCCUPATIONAL HEALTH AND SAFETY Provision of full time construction health and safety officer Fixed: _____ Value related: _____ Time related: _____ Item

C10.13 OCCUPATIONAL HEALTH AND SAFETY

Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations and exit examinations

Fixed: _____ Value related: _____ Time related: _____

Item

C10.14 OCCUPATIONAL HEALTH AND SAFETY

Induction training

Fixed: _____ Value related: _____ Time related: _____

Item

C10.15 OCCUPATIONAL HEALTH AND SAFETY

Provision of first aid boxes to GSR requirements

Fixed: _____ Value related: _____ Time related: _____

Item

C10.16 OCCUPATIONAL HEALTH AND SAFETY

Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc

Fixed: _____ Value related: _____ Time related: _____

Item

C10.17 OCCUPATIONAL HEALTH AND SAFETY

Submission of health and safety file

Fixed: _____ Value related: _____ Time related: _____

Item

C11.0

TARGETED LOCAL LABOUR

It is the requirement of the Client that the contractor enhances the number and range of people employed on the project. This is required to be done through the use of both traditional and labour intensive construction techniques.

The **contractor** shall comply with the following targets with regard to the employment of local labour:

- All unskilled labour to be employed on the project must be local labour,
- Contractor to endeavour to employ local semi-skilled and skilled labour,
- Local labour to be employed on the project to be residents from geographic area of the Local Municipality within which each school is situated or,
- the geographic area excluding the Local Municipality, which falls under the jurisdiction of the District Municipality.
- Preference shall be granted to competent labour residing within the Local Municipality above labour residing in the District Municipality.
- Refer C4 Site Information for Local and District Municipalities applicable to each school.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, where after it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.0

USE OF LOCAL EME's AND QSE's

It is the requirement of the **employer** that the **contractor** enhances the use of EME's and QSE's, as described in the Contract Data, on the project.

The contractor shall employ EME's and QSE's as domestic subcontractors on this project to execute work to the minimum value of **30%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer).

The Targeted Local Labour requirements described elsewhere shall apply *mutatis mutandis* to the employment of EME's and QSE's.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____

N/A

C13.0 **USE OF LOCAL BUILDING MATERIALS**

Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:

- (a) Such materials comply in all respects with the specific requirements of PW371-A specification
- (b) The availability of such materials shall not adversely affect the desired progress of the specific works
- (c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof
- (d) Materials of at least **10%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 150km of the project site
- (e) Materials of at least **20%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 400km of the project site

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related: _____ Time related: _____
N/A

C14.0 **REPORTING BY CONTRACTOR**

The **contractor** is required to complete the mandatory monthly contractor's report which is to be submitted together with the contractor's payment certificate.

Payment to contractor shall be subject to the aforementioned being submitted timeously and accurately.

Fixed: _____ Value related: _____ Time related: _____
Item

C15.0 **COMMUNITY LIAISON OFFICER**C15.1 **CLO is not applicable in this project.**

Fixed: _____ Value related: _____ Time related: _____
Item

C15.2 Profit and attendance on above item.

Fixed: _____ Value related: _____ Time related: _____
Item

C15.3 Allow for extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office.

Fixed: _____ Value related: _____ Time related: _____
Item

**SECTION 1
PRELIMINARIES**
COLLECTION
AMOUNT

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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>Building Works</u> <u>BILL NO. 1</u> <u>ALTERATIONS</u> <u>PREAMBLES</u> <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in descriptions</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. <u>REMOVAL OF EXISTING WORK</u> <u>Taking out and remove meranti door frames, meranti door, and windows etc.</u>				
1 Meranti door frame size 900x2100mm high	No	17		
2 Meranti window frame size 1580x1470mm high	No	8		
3 Meranti window frame size 1480x1340mm high	No	3		
4 Meranti window frame size 1000x1470mm high	No	1		
5 Meranti window frame size 920x1000mm high	No	2		
6 Meranti window frame size 630x1070mm high	No	1		
7 Meranti window frame size 960x520mm high	No	5		
8 Meranti window frame size 500x560mm high	No	1		
<u>MAKING GOOD OF FINISHES ETC</u>				
9 30mm Thick Floor screed in patches (Labour intensive)	m ²	20		
10 Wall Plaster in patches (Labour intensive)	m ²	100		
11 One brickwall (Labour intensive)	m ²	20		
For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"				
Carried To Section Summary			R	
Section No. 2 Bill No. 1 Alterations				

[illegible]

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p> <p><u>Building Works</u></p> <p><u>BILL NO. 3</u></p> <p><u>IRONMONGERY</u></p> <p><u>IRONMONGERY</u></p> <p>User note -</p> <p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions</p> <p>Take note that these Model Bills of Quantities utilise abbreviated descriptions</p> <p>The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications</p> <p>Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p>Proprietary items</p> <p>Where applicable the manufacturers' names or product catalogue titles are given in sub-headings preceding the items</p>				
Carried to Collection			R	
<p>Section No. 2</p> <p>Bill No. 3</p> <p>Ironmongery</p>				

		Unit	Quantity	Rate	Amount
<p>Prices are to be based on the specific products/articles specified. If tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures etc clarifying the features of the products/articles offered</p> <p>On request returnable samples are to be provided to the principal agent for consideration</p> <p><u>HINGES, BOLTS, ETC</u></p> <p><u>Brass Hinges or similar approved</u></p> <p>1 3mmx100x75mm ball bearing brass plated hinges No 30</p> <p>2 100mm Long Brass barrel bolt No 8</p> <p><u>LOCKS</u></p> <p>Keys</p> <p>Unless otherwise described locks shall have two keys each</p> <p><u>UNION OR SIMILAR APPROVED PRODUCT</u></p> <p>3 Three - lever mortice EURO profile lockset code 2295-2 or equal approved No 17</p> <p>4 Stainless steel latch and cylinder deadlock 30mm or similar approved product No 2</p> <p><u>HANDLES</u></p> <p><u>Aluminium door handles</u></p> <p>5 320 mm long T anodised aluminium flush handle in set of two or similar approved No 2</p>					
Carried to Collection				R	
<p>Section No. 2</p> <p>Bill No. 3</p> <p>Ironmongery</p>					

Amount

BILL NO. 3
IRONMONGERY
COLLECTION

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Carried To Section Summary

R

Section No. 2
Bill No. 3
Ironmongery

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>Building Works</u> <u>BILL NO. 4</u> <u>METALWORK</u> <u>ALUMINIUM ROLLER SHUTTERS ETC</u> <u>Pre coated aluminium roller shutters with 76mm slats (18kg/m²), fixed to brickwork or concrete</u>				
1 Manual operated slatted roller shutter complete with all accessories to suite 3230 x 2100 mm high opening	No	1		
Carried To Section Summary				R
Section No. 2 Bill No. 4 Metalwork				

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u> <u>Building Works</u> <u>BILL NO. 5</u> <u>TILING</u> <u>TILING</u> <u>PREAMBLES</u> For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371" <u>SUPPLEMENTARY PREAMBLES</u> <u>Proprietary products in descriptions</u> Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. <u>Fixing</u> <u>200 x 200 x 5mm White glazed ceramic tiles on brickwork including with adhesive to plaster (plaster elsewhere) and flush pointed with tinted grout</u>					
1	On Walls	m ²	110		
2	On narrow widths not exceeding 300mm	m ²	16		
<u>350 x 350 mm anti slip ceramic tiles or similar approved product</u>					
3	On floors	m ²	360		
<u>SKIRTING ETC.</u>					
4	100mm High cut tile skirting with polished exposed edges.	m	176		
<u>SUNDRIES</u>					
5	A4 and S4 tile edge trim to floor tiles.	m	8		
6	A4 and S4 tile edge trim to wall tiles.	m	12		
Carried To Section Summary				R	
Section No. 2					
Bill No. 5					
Tiling					

	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>Building Works</u> <u>BILL NO. 6</u> <u>PLUMBING AND DRAINAGE</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Wire gratings</u> Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p><u>Stormwater channels</u> Descriptions of channels shall be deemed to include necessary excavation, surface preparation, compaction, etc, and disposal of surplus material on site</p> <p><u>French drains</u> Descriptions of french drains shall be deemed to include excavation, stone filling graded from 300mm diameter at bottom to 75mm diameter at top, ? geofabric filter blanket over stone, 300mm earthfilling over and disposal of surplus material on site</p> <p><u>Septic tanks</u> Descriptions of proprietary type septic tanks shall be deemed to include excavation, bedding and jointing, concrete base slabs, jointing to drains and backfilling, compaction, etc all in accordance with the manufacturer's instructions and disposal of surplus material on site</p> <p><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u> Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0)</p> <p>Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8)</p> <p>Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8)</p>				
Carried to Collection			R	
Section No. 2				
Bill No. 6				
Plumbing And Drainage				

	Unit	Quantity	Rate	Amount
<p><u>Copper pipes</u></p> <p>Pipes shall be hard drawn and half-hard pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be ? type. Capillary solder fittings shall comply with ISO 2016</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as reducing and only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Paper wrapping to pipes</u></p> <p>Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings</p> <p><u>Disinfection of water pipework</u></p> <p>Water pipework is to be disinfected at completion</p> <p><u>? petrolatum anti-corrosion tape</u></p> <p>Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with ?% overlaps</p> <p>Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions</p> <p>Prices for wrapping of pipes shall include for all work as described to couplings in the length</p> <p>Carried to Collection</p> <p>Section No. 2 Bill No. 6 Plumbing And Drainage</p>				
			R	

	Unit	Quantity	Rate	Amount
<p><u>Laying, backfilling, bedding, etc of pipes</u></p> <p>Pipes shall be laid and bedded in accordance with manufacturer's instructions and trenches shall be carefully backfilled</p> <p>Where no manufacturer's instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001</p> <p><u>General</u></p> <p>Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately)</p> <p>Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends</p> <p>Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 95% Mod AASHTO density and disposal of surplus material on site</p> <p>Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)</p> <p>Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured)</p> <p><u>As-built drawings</u></p> <p>User note -</p>				
Carried to Collection				R
Section No. 2				
Bill No. 6				
Plumbing And Drainage				

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		Unit	Quantity	Rate	Amount
<p>Insert preambles/specifications as may be required or in order to supplement any applicable preambles, specifications or bills of quantities descriptions Take note that these Model Bills of Quantities utilise abbreviated descriptions The Model Preambles for Trades 2008 published by the Association of South African Quantity Surveyors is designed to support and extend the abbreviated bills of quantities descriptions by inter alia referring to SANS construction standards . Where such model preambles are not applicable (eg where BS or Euro construction standards are applicable or the design consultants provide other preambles/specifications for insertion), users are to ensure that the abbreviated descriptions when read in conjunction with the applicable measuring system , represents the full description by extending the abbreviated bills of quantities descriptions and/or by inserting appropriate preambles or specifications Consider inserting the preambles hereunder when using the abovementioned Model Preambles for Trades 2008</p> <p>Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the principal agent for reproducing onto the originals for handing over to the employer (provision for allowance of as-built drawings elsewhere)</p> <p><u>RAINWATER DISPOSAL</u></p> <p><u>PVC-U gutters and rainwater pipes</u></p>					
1	100 mm Half-round roof gutters	m	120		
2	100 mm Diameter rainwater pipes	m	30		
<p>User Note - The applicable extra over items from the following list are to be inserted directly after each of the foregoing items</p>					
3	Extra over gutter for angle	No	24		
4	Extra over gutter for outlet for 100 mm pipe	No	10		
5	Extra over rainwater pipe for bend	No	20		
6	Extra over rainwater pipe for shoe	No	10		
7	Extra over rainwater pipe for swan-neck	No	10		
<p><u>PVC-U pipes</u></p> <p><u>110mm Diameter Pipes</u></p>					
8	110mm Diameter Pipes laid in and including trenches not exceeding 1m deep	m	250		
Carried to Collection				R	
<p>Section No. 2 Bill No. 6 Plumbing And Drainage</p>					

		Unit	Quantity	Rate	Amount
	<u>Extra over PVC-U pipes for fittings</u>				
9	110mm Bend	No	6		
	<u>Testing</u>				
10	Testing soil drainage system	Item			
	<u>SANITARY FITTINGS</u>				
	<u>Stainless steel</u>				
11	1140x 440mm Stainless steel sink with two 340 x 370mm x140mm deep end bowls on cupboard (cupboard elsewhere)	No	2		
	<u>White glazed ceramic sanitaryware and fittings</u>				
12	Black rubber taphole stopper	No	4		
13	450 x 350mm Vaal or similar approved rectangular basin mounted on walls with one taphole	No	4		
14	Vaal vitreous china Downtown close coupled or similar approved product 90 degree outlet rim top dual flush suite(6/3 litres) complete with lid and fitments(code 737331)	No	6		
	<u>Kwikot or similar approved product:The product must comply with SANS 151, 181, 198, 752, 776 1848, 10252-1&2, 10254, 1056-3.</u>				
15	200 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control,piping and drip tray	No	1,0		
16	150 Litres hot water cylinder geyser complete with all valves,vaccum breakers,expansion control, piping and drip tray	No	1,0		
	<u>WASTE UNIONS ETC</u>				
17	32mm chromium plated basin waste union and chromium plated anti-theft plug	No	4		
18	40mm chromium plated bath or sink waste union	No	3		
	<u>TRAPS ETC</u>				
19	110 mm uPVC one-way vent valve	No	6		
20	40mm Rubber P or S trap	No	4		
21	100mm floor drain	No	6		
22	50mm brass shower trap with chromium plated waste and grating	No	6		
	Carried to Collection			R	
	Section No. 2				
	Bill No. 6				
	Plumbing And Drainage				

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Amount

BILL NO. 6

PLUMBING AND DRAINAGE

COLLECTION

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Section No. 2

Bill No. 6

Plumbing And Drainage

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>Building Works</u>					
<u>BILL NO. 7</u>					
<u>PAINTWORK</u>					
<u>PAINTWORK</u>					
<u>PREAMBLES</u>					
For Preambles refer to "Department of Public Works & Infrastructure: Specification of materials and methods to be used - PW371"					
<u>SUPPLEMENTARY PREAMBLES</u>					
<u>Proprietary products in descriptions</u>					
Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.					
<u>PAINTWORK, ETC EXISTING WORK ON PREVIOUSLY PAINTED WALL</u>					
<u>Prepare and apply one undercoat and two coats of UV protection matt emulsion PVA Plascon paint 7 to 10 years lifespan or similar approved</u>					
1	On external walls.	m ²	419		
<u>Prepare and apply two final coats of odourless matt emulsion PVA Plascon paint 7 to 10 years lifespan or similar approved</u>					
2	On internal walls.	m ²	619		
<u>Prepare and apply one undercoat and two coats Polvin Plascon paint or similar approved.</u>					
3	On nailed up ceilings	m ²	300		
<u>Prepare and apply one undercoat and two coats Polvin Plascon paint or similar approved.</u>					
4	Nutec badge and fascia boards	m ²	22		
<u>ON WOOD ETC</u>					
<u>Prepare and apply 3 coats of clear varnish.</u>					
5	External doors	m ²	6		
Carried To Section Summary				R	
Section No. 2					
Bill No. 7					
Paintwork					

Amount

SECTION NO. 2

Building Works

SECTION SUMMARY

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1	ALTERATIONS	2-2
2	CARPENTRY AND JOINERY	2-3
3	IRONMONGERY	2-6
4	METALWORK	2-7
5	TILING	2-8
6	PLUMBING AND DRAINAGE	2-16
7	PAINTWORK	2-17

Carried to Final Summary

Section No. 2
SECTION SUMMARY

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SECTION NO. 4
Provisional Sums

SECTION NO. 4**Provisional Sums****PROVISIONAL SUMS****NOTES****For Preambles****refer to " Department of Public Works & Infrastructure: Specification of materials and methods to be used-PW371****ALUMINIUM WORKS**

1 Allow for Provisional sum of R 70 000.00 (Seventy Hundred Thousand Rand) for aluminium works

Item

2 Allow for Profit

Item

3 Allow for Attendance

Item

PLUMBING AND DRAINAGE(PIPEWORKS)

4 Allow for a provisional sum of R20 000.00 (Twenty Thousand Rand)for plumbing and drainage(pipeworks)

Item

5 Allow for profit

Item

6 Allow for attendance

Item

JOINERY WORKS

7 Allow for a provisional sum of R100 000.00 (One Hundred Thousand Rand) for joinery works

Item

8 Allow for profit

Item

9 Allow for attendance

Item

CURTIAN BLINDS AND TRACKS

10 Allow for a provisional sum of R30 000.00(Thirty Thousand Rand) for Curtian blinds and tracks

Item

11 Allow for profit

Item

12 Allow for attendance

Item

Carried to Final Summary

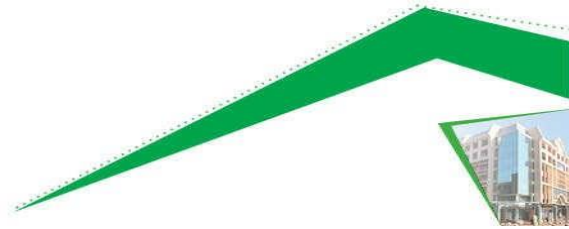
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Section No. 4

Bill No. 1

Provisional Sums

		Amount	
Section No.		Page	
1	Preliminaries	34	
2	Building Works	2-18	
4	Provisional Sums	4-2	
	ADD: CONTINGENCIES		
	Allow the Amount of R50 000.00 (Fifty Thousand Rands) for contingencies, to be used by the Architect in terms of Clause 17 of the Principal Building Agreement.		50 000 00
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender	R	
	FINAL SUMMARY		



C3 - SCOPE OF WORK

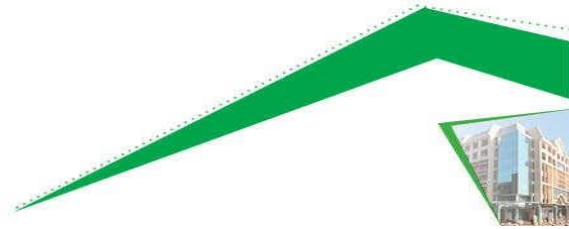
1. Background information

King's House ERF320 is situated in Lusikisiki and is a single storey dwelling. The house needs a major maintenance. The EASTERN CAPE DEPARTMENT OF PUBLIC WORKS (ECDPW) therefore seeks to appoint a capable service provider to provide a conducive working environment within the building.

2. Scope of work/ Terms of Reference

3.1. The ECDPW requires the service provider to perform a major building maintenance:

- Alterations
- Carpentry
- Ironmongery
- Metalwork
- Plasterwork
- Plumbing and drainaige
- Paintwork



PART C4: SITE INFORMATION

C4.1: SITE INFORMATION

Project title:	REFURBISHMENT OF LUSIKISIKI KING'S HOUSE ERF 320
Project Number:	ORT5-22/23-0019 ORR