

REQUEST FOR QUOTATION FOR:

Execution of a Contract Instruction to Rectify Defects and/or Complete Outstanding Works on an Existing Contract TMT-LDOE-2022/23/LPCL7B at Ladzani Primary School in Vhembe District Municipality

REQUEST FOR QUOTATION

1. Background and Purpose

On behalf of the Limpopo Department Of Education (the "Principal and Project Funder"), The Mvula Trust (the "Employer" and "Implementing Agent"), invites suitably qualified contractors to submit quotations for the execution of a **contract instruction** issued pursuant to **Clause 17.1.8 [making good physical loss and repairing damage to the works]** of the Principal Building Agreement, Edition 4.1 March 2005 ("JBCC") for the completion of outstanding works on an existing contract (**Contract No.TMT-LDOE-2022/23/LPCL7B**) between Employer and the Contractor. The existing contract is for the construction of sanitation facilities and the attendant external works at Ladzani Primary School (the "Site") whose GPS Co-ordinates are 22°43'3.59" S, 30°33'36.14" E.

2. Scope of Works

The scope of works to be executed entails the completion of outstanding works as measured in the Bill of Quantity below. The works are pursuant to the provisions of Clause 17.4 of the JBCC which gives the Employer the right to procure the services of a third party to cure the Contractor's default in cases where the Contractor does not address a Contract Instruction as contemplated and/or obliged in the contract.

3. Construction Period:

The works must be completed within **4 Weeks** from the date of commencement.

4. Standard Form of Contract

The Principal Building Agreement Edition 4.1 March 2005 ("JBCC").

NB: By virtue of the project been implemented for and on behalf of the Department of Basic Education, the State Provisions [Clause 41.0] of the JBCC will be applicable to this contract.

5. Preconditions

A written quotation will not be considered unless the service provider who submits the quotation provides the following with their quotation.

- Central Supplier Database Registration Report not older than three (3) months.
- Print out of a proof of contractor registration with the CIDB in Grade 2CE/2GB or higher.
- Certificate of Good Standing with Workman Compensation Commissioner. (COIDA)/ Letter to Tender
- Record of Addenda to RFQ Documents.
- Compulsory Questionnaire (must be fully completed).
- Resolution for signatory (must be submitted otherwise the tender will not be considered)
- Certified SPECIFIC GOALS Certificate/Sworn Affidavit.
- Authority of JVs (JV agreement must be attached, If applicable)
- SBD 4 Declaration of Interest.

In terms of the principles governing the ethical conduct of parties in construction procurement (the CIDB Code of Conduct for all parties engaged in construction procurement), in their dealings with each other, the parties should amongst others:

- behave honestly, transparently and equitably,
- satisfy all relevant requirements established in procurement documents,
- discharge duties and obligations timeously and with integrity.

NB: Therefore, the accuracy or correctness of all or some of the above preconditions will be verified and where dishonesty or unethical conduct is detected in the form of submitted fraudulent or misleading documents, TMT reserves the right to lodge a complaint with the CIDB and any other relevant organs of state for investigation and prosecution.

6. Requirements to submit quotations.

- a) All schedules in this document must be populated and will form part the quotation.

7. Contact Person

The contact details are:

For Technical Queries

Contact: Vongani Chauke

E-mail address: Vongani@themvulatrust.org.za

For Supply Chain Queries

Contact: Tebogo Mmonwa

E-mail address: Tebogom@themvulatrust.org.za

8. **Closing Date**

- a) The closing date for the RFQ is **10 May 2024, Time 12:00 pm.**
- b) Submission of the RFQ must be submitted in a sealed envelope and marked clearly with the RFQ number at The Mvula Trust Office, ROP 6 Rhodesdrift Office Park, 25 Rhodesdrift Street, Bendor, Polokwane

9. **Pricing**

- Price must include VAT.
- Only VAT Registered Vendors may charge VAT.
- All cost related to the service required must be included Bids must be valid for 12 weeks.

10. Compulsory Pricing Schedule

PRICING SCHEDULE

	ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION NO.2				
		BILL NO. 1				
		ALTERATIONS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		<p>NATURE OF WORK: Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tenders any items not specifically mentioned which they may deem necessary for the proper completion of the work. DIMENSIONS The Contractor is advised to take all dimensions affecting the existing buildings on the site, as he will be held solely responsible for all new work being of the correct size. PIPES, ETC Special care is to be taken not to interfere unnecessary with any supply pipes or other piping that may be met with and found necessary to disconnect or cut, are to be effectively stopped off and any new connections that may be necessary are to be made with proper fittings and to the satisfaction of the Principal Agent to whom due notice must be given of any alterations to the existing services. PROTECTION In taking down and removing existing work the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the buildings. The Contractor must also protect all work not removed, such as walls, floors, doors, windows or other joinery, loose and fixed fittings and electrical appliances, etc. from damage during the progress of the work and provide all necessary materials for doing so. The Contractor will be held solely responsible for any damage to persons or property and for the safety of the structure throughout the whole of this Contract and must make good at his own expense any</p>				

		damage that may occur. OLD USABLE MATERIALS from the alterations/demolitions are to become the property of the Client. Old materials for re-use are to be carefully removed, stored and protected from injury including making good any damaged or defective parts as required before fixing. Old reusable materials are to be handed over to the Client are to be carefully removed and neatly stacked on site where directed. The remainder of the old materials and all rubbish to be immediately carted away and the site left clean and unencumbered. The Contractor should allow for removing of rubble from site on daily basis, failing which the client might stop the construction until the site has been cleaned. None of the old stock bricks from the pulling down are to be re-used for any new work.				
		Material to be handed over to the Client should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received. MATERIALS, ETC The materials to be used and work to be done to be similar in all respects to that described for new work insofar as they concur. All work in making good is to be properly jointed to the existing.				
		Unless otherwise stated, all usable material from the demolitions should be kept safely and handed over to the school governing body or the school principal who shall sign for all material received.				
		REMOVAL OF EXISTING WORK:				
		Taking out and removing piping, sanitary fittings, etc including disconnecting piping from fittings and making good floor and wall finishes and keep for later use				
	1	Taking down and removing roofs, floors, panelling, ceiling, partitions, etc	Item	1		
		Corrugated iron roof, battens, purlins, fascia boards and gutters				
		<u>Breaking down and removing brickwork etc</u>				
	2	One brick wall	m2	0.1		

	3	Half brick walls in beamfilling	m2	3		
		<u>Taking out and removing doors, windows, etc</u>				
		Timber single door size 813 x 2032mm high	No	24		
		<u>Taking out and removing glass and mirrors</u>				
		Remove existing putty, prepare surfaces and apply new putty to existing windows	m	17		
		REPOSITIONING OF IRONMONGERY AS PER SANS 10400-S:2011				
		<u>Remove and re-install ironmongery as per SANS 10400-S</u>				
	4	32mm Type 9 back grab rail 800mm long plugged	No	4		
	5	32mm Type 8 side grab rail 900mm girth plugged	No	4		
		REPOSITIONING OF SANITARY FITTINGS				
		<u>Reposition Sanitary Fittings as per SANS 10400-S:2011</u>				
		Carried Forward				
		Balance brought down				
	6	510 x 405mm "Hibiscus" code VAA-702303 ceramic wash hand basin and 32mm anti-theft plug with spindle supported on a universal floor mounted pedestal complete	No	4		
	7	Reinforced concrete double compartment wash trough size 1065mm long on pedestal complete	No	7		
		MAKING GOOD OF FINISHES ETC				
		<u>Making good screed</u>				
	8	30mm Thick screeds in patches	m2	3		

	9	Breaking down and removing brickwork etc				
	10	One brick wall	m2	0.1		
	11	Repair Cracks				
	12	Repair cracks on aprons by applying Sikaflex Crack Flex Sealant	m2	1		
		PREPARATORY WORK TO EXISTING SURFACES				
	13	Remove the urinal flushing mechanism and chase into brick wall	No	2		
	14	Checking for leakages				
	15	Vitreous China wash hand basin	No	1		
	16	Vitreous China WC pan with cistern	No	1		
	17	Soil ventilation pipes for leakages	No	3		
		SERVICING OF DOORS AND WINDOWS				
	18	Replace window stays	No	12		
	19	Replace window handles	No	10		
	20	Replace window pegs	No	10		
		SUNDRIES				
	21	Install clips to water pipes	No	100		
	22	Clamp brackets to pipes	No	15		
	23	Mortar infill to hollow bricks on window sills, pipe holes etc.	Item	1		
	24	General cleaning of all building works including cement on pipes, epoxy on toilet cisterns, rafters, masonry and insulation	Item	1		
	25	Remove rusted gate and repaint	Item	1		
		MONEY PROVISION				

		<u>The items described hereunder cover work which is not fully defined at tender stage, and which is intended to be executed by the Contractor and/or his Sub-Contractors. The amounts shown shall be used as directed by the Representative/ Agent and shall be deducted in whole or in part if not required.</u>				
		<u>Termite Treatment</u>				
	26	Provide a sum of R35 000-00 (Thirty-Five Thousand rand) for termite treatment and control complete	Item		1	
	27	Allow for profit on above if required	Item		1	
	28	Allow for giving every facility to Specialists as described	Item		1	
		Carried Forward to summary of Section No.1 Bill No. 1 Alterations				
		SECTION NO.1				
		FINAL SUMMARY				
		ALTERATIONS				

		Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
		Linings to concrete				
		Descriptions of linings to concrete, unless otherwise described, shall be deemed to include wire ties				
		Hollow walls etc				
		Descriptions of hollow walls shall be deemed to include wire ties and leaving every fifth perpend of the bottom course of the external skin open as a weep hole				
		Reinforced brick lintels				
		Lintels shall bear at least 160mm onto adjacent walling. Where such bearing cannot be obtained due to the proximity of adjacent openings the lintel shall be continuous				
		Face bricks				
		Bricks shall be ordered timeously to obtain uniformity in size and colour				
		Pointing				
		Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
		FACE BRICKWORK				
		<u>Face bricks (Purchase price of R4 000,00/1000 VAT excl. delivered to site) pointed with recessed horizontal and vertical joints</u>				
		<u>Nebraska or equal approved face bricks pointed with flush horizontal and vertical joints</u>				
	1	Extra over brickwork for face brickwork pointed on both sides	m2	0.1		
	2	Half brick walls faced both in beamfilling.	m2	16		

		<u>Brick-on-edge header course copings, sills, etc of face bricks (Purchase price R2 700,00 / 1000 VAT excl. delivered to site) pointed with recessed joints on all exposed faces</u>				
	3	Extra over brickwork for brick-on-edge header course lintel	m	3		
		<u>Brick-on-edge header course copings, sills, etc of face bricks (Purchase price of R4 000,00/1000 VAT excl. delivered to site) pointed with recessed joints on all exposed faces</u>				
	4	220mm Wide sill set sloping and slightly protecting outside	m	0.1		
		Carried Forward to summary of Section No.3 Bill No. 1 Masonry				
		SECTION NO.3				
		BILL NO.2				
		WATERPROOFING				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		<u>Waterproofing</u>				

		Waterproofing of roofs, basements, etc shall be laid under a ten-year guarantee by an approved applicator. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
		DAMPROOFING OF WALLS AND FLOORS				
		<u>Two coats "Flintoke Type 5" bitumen emulsion waterproof coating</u>				
	1	On concrete floors	m2		18	
		JOINT SEALANTS ETC				
		<u>Secomastic non setting mastic sealant applied cold with a hand pressure caulking gun and leave perfectly watertight</u>				
	1	Around steel windows and door frames	m		12	
		Carried Forward to summary of Section No.3 Bill No. 2 Waterproofing				
		SECTION NO.3				
		<u>BILL NO.3</u>				
		ROOF COVERINGS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Specifications of materials and methods to be used - PW 371"				
		NOTE: Unless otherwise stated herein, all items in this bill shall be deemed to fall into Work Group No. 124 for CPAP formula purposes				

		PROFILED METAL SHEETING AND ACCESSORIES				
		<u>0,6mm "Brown built Klip-Lok Light Industrial" or equal approved galvanised troughed sheet steel with "Chromadek" or equal approved finish one side, fixed to roof members as described complete under a five-year guarantee by an approved firm of Specialists, all in accordance with the materials supplied and methods employed by the Manufacturer</u>				
	1	Roof covering with pitch not exceeding 25 degrees	m ²	22		
		ROOF AND WALL INSULATION				
		<u>"Sisalation 410" housing grade fibre reinforced aluminium foil bonded insulation</u>				
	2	Insulation laid taut over rafters and fixed concurrent with purlins, etc	m ²	18		
		RAINWATER DISPOSAL				
	3	100mm Aluminium zinc seamless				
	4	100 x 100mm rainwater gutters	m	6		
	5	Extra over for stopped ends	No	2		
	6	Extra over eaves gutter for outlet 75 x 100mm pipe	No	1		
	7	75 x 100mm Thick galvanised rainwater downpipes	m	1		
	8	Extra over rainwater pipe for eaves or plinth offset	No	1		
	9	Extra over rainwater pipe for shoe	No	1		

		Particle board shall comply with the following specifications: a) SABS 1300 Particle board: exterior and flooring type b) SABS 1301 Particle board: interior type				
		Joinery:				
		Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc				
		Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes				
		Fixing				
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
		Decorative laminate finish:				
		Laminate finish shall be glued under pressure. Edge strips shall be butt jointed at junctions with adjacent similar finish				
		<u>PLATE NAILED ROOF TRUSS CONSTRUCTION</u>				
		<u>Prefabricated timber trusses with pitch not exceeding 25 degrees</u>				
	1	Allow the provisional sum of R 8 000.00 for supply and complete installation of roof trusses including all necessary bracing, gang boarding, purlins, splayed eaves purlins, wall plates, etc.,	Item		1	
	2	Profit and attendance on the above item	Item		1	
		<u>Sundries</u>				
	3	Two coats creosote on sawn timbers	m2		2	
	4	6mm Diameter galvanised wire tie 3000mm girth wrapped around rafter and purlin with ends tied together	No		8	
	5	Hurricane clips	No		50	

	EAVES, VERGES, ETC.				
	Pressed fibre-cement				
6	Replace 15 x 230mm Fascias and barge boards including galvanised steel H-profile jointing strips	m		18	
	<u>44mm Wrought meranti framed, ledged, braced and battened door of 44 x 150mm top rails and stiles, 22 x 150mm middle ledge and braces and 22 x 220mm bottom rail filled in with 22mm V-jointed one side boarding</u>				
7	Door size 900 x 2032mm high including weatherboard	No		6	
	<u>40mm Solid core interior door size 813 x 2032mm high with Masonite® Plain standard hardboard door panel for paint (elsewhere specified).</u>				
8	40mm Door 813 x 2032mm high	No		18	
	Carried Forward to summary of Section No.3 Bill No. 4 Carpentry and Joinery				
	SECTION NO.3				
	BILL NO.5				
	IRONMONGERY				
	SUPPLEMENTARY PREAMBLES				
	For preambles see "Model Preambles for Trades (2008 Edition)"				
	Descriptions				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs				
	Finishes to ironmongery				

		Where applicable finishes to ironmongery are indicated by suffixes in accordance with the following list: BS Satin bronze lacquered CH Chromium plated SC Satin chromium plated SE Silver enamelled GE Grey enamelled AS Anodised silver AB Anodised bronze AG Anodised gold ABL Anodised black PB Polished brass PL Polished and lacquered PT Epoxy coated SD Sanded				
		LOCKS				
		<u>Solid</u>				
	1	Three lever locksets	No	6		
	2	Indicator bolt with keep fixed to metal	No	18		
		DOOR CLOSERS				
		<u>Yale or similar approved</u>				
	3	Yale 300 Series Door Closer - Grey (85kg)	No	4		
		LETTERS, NAMEPLATES, ETC				
		<u>"Solid "or equal approved</u>				
	4	152 x 152 Anodised aluminium plate with male or female or paraplegic symbol	No	4		
		BATHROOM FITTINGS				
		<u>"Steiner "or equal approved</u>				
	5	Lockable "crystalline range" aluminium three (3) roll toilet holder fixed to brick wall	No	4		
		SUNDRIES				
		<u>Homequip</u>				
	6	Aluminium door seal with rubber strip - Silver 1000mm	No	13		
	7	Aluminium door seal with rubber strip - Bronze 1000mm	No	13		

		"Solid"				
	8	38mm diameter rubber door stop plugged	No		2	
		Carried Forward to summary of Section No.3 Bill No. 5 Ironmongery				
		SECTION NO.3				
		BILL NO.5				
		METALWORK				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		Descriptions				
		Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete Metalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
		Drawings				
		Tenderers are referred to architect's drawings annexed to this document for full details of the windows, doors, etc				
		WELDED SCREENS, GATES, ETC				
		<u>Gates to external doors</u>				
	1	Single gate size 900 x 2185mm high	No		13	
		Carried Forward to summary of Section No.3 Bill No. 6 Metalwork				
		SECTION NO.3				

		BILL NO.6				
		PLASTERING				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		FLOOR AND WALL SEALERS				
		<u>Minimum two coats approved epoxy coat</u>				
	1	On screeds	m2	5		
		Carried Forward to summary of Section No.3 Bill No. 7 Plastering				
		SECTION NO.3				
		BILL NO.8				
		PLUMBING AND DRAINAGE (PROVISIONAL)				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Specifications of materials and methods to be used - PW 371"				
		ENVIRO-LOO TOILET SYSTEMS				
		SUNDRIES				

		<u>Internal - cubicle</u>				
	1	Toilet seat, lid & sticker Standard	No.	4		
	2	Wall Sign	No.	4		
		<u>External & vault</u>				
	3	Single flat retrofit drying plate	No	4		
	4	Current round inlets	No	8		
	5	Vent pipe brackets	No	4		
	6	Windmaster 350mm	No	4		
	7	Securing screws complete	No	12		
	8	Plasco 5000 epoxy sealant - vault	No	4		
		<u>Starter Pack</u>				
	9	Compost	No	4		
	10	Enzyme	No	4		
	11	Toilet cleaner	No	4		
	12	Lime	No	4		
		<u>Data Base</u>				
	13	1st Inspection	No	4		
	14	COC	No	4		
	16	Service & Maintenance one year contract	No	4		

		Carried Forward to summary of Section No.3 Bill No. 8 Plumbing and Drainage				
		SECTION NO.3				
		BILL NO.9				
		PAINTWORK				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		Previously painted plastered surfaces				
		Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
		Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
		Previously painted metal surfaces				
		Previously painted wood surfaces				
		Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
		PAINTWORK ETC TO NEW WORK				
		ON FIBRE-CEMENT				

		Plascon Sure Coat Gloss Enamel to exterior new fibre cement. Surface to be dry, sound and clean, with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale - 8% or less. Prime with one coat Plascon Plaster Primer (UC 56) with an overcoating time of 16 hours and finish with two coats Sure Coat Gloss Enamel (SGE) with 16 hours drying time between coats, for a maintenance cycle of 2 years in a C1 - inland environment.				
	1	On fascias and barge boards	m2	122		
		ON METAL				
		<u>Plascon Velvagio Satin to interior new mild steel. Surface to be clean and dry. Remove surface contaminants using Metal care Aquasolv Degreaser (GR 1) with bristle brush or Brillo pads. Rinse thoroughly with tap water until surface is water break-free. Remove rust and millscale by abrasive blasting to ISO 8501 - 01:1988 - Sa2½ or by hand/mechanical wire brushing to St3 of the same standard. Allow to dry completely and prime within 4 hours of cleaning. Prime with one coat Metal care Mild Steel Primer (UC 501) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a maintenance cycle of 7 years in a C1 - inland environment.</u>				
	2	On gates, grilles, burglar screens, balustrading, etc (both sides measured over the full flat area)	m2	50		
	3	On gutters and down pipes	m	6		
		ON WOOD				
		<u>Plascon Velvagio Satin to interior new wood. Surface to be dry, sound and clean. Wash knots and resinous areas with Lacquer Thinners (ILS 1) and coat with Woodcare Knot Seal (PK 2) and apply one coat of Plascon Woodcare Pretreatment (WWP 1), overcoated within 48 hours with a moisture content, measured with a Doser Hygrometer (or equivalent), of BD 2 scale (A1-A5) < 14% or less. Prime with one coat Wood Primer (UC 2) with an overcoating time of 16 hours and finish with two coats Velvagio Satin (VLO) with 16 hours drying time between coats, for a</u>				

		<u>maintenance cycle of 7 years in a C1 - inland environment.</u>				
	4	On doors	m2	7		
		PAINTWORK TO PREVIOUSLY PAINTED WORK				
		Spot priming defects in prime surface with zinc chromate primer and apply one universal undercoat and two coats EPWP, golden brown gloss enamel paint on steel				
		On windows with burglar bars	m ²	4		
		On door frames	m ²	4		
		Carried Forward to summary of Section No.3 Bill No. 9 Paintwork				
		SECTION NO.3				
		SUMMARY - BUILDING				
		MASONRY				
		WATERPROOFING				

		ROOF COVERINGS, ETC				
		CARPENTRY AND JOINERY				
		IRONMONGERY				
		METALWORK				
		PLASTERING				
		PLUMBING AND DRAINAGE				
		PAINTWORK				
		Carried Forward to final summary				
		SECTION NO.4				
		BILL NO.1				
		APRONS AROUND BUILDINGS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		<u>Compaction of surfaces</u>				
		Compaction of ground surface under aprons including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	65		
		15 MPa/20 mm concrete				
		Aprons cast in panels to falls	m3	5		
		Stormwater channel cast in panels	m3	3		
		Grooves, channels, mortices, sinkings, etc. in concrete				

	Segmental channel with radius 290mm and minimum depth of 100mm on top of concrete, incl. all excavations, cart away etc.	m	54		
	Finishing top surfaces of concrete smooth with a wood float				
	Aprons to falls	m2	41		
	Smooth formwork to sides				
	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	109		
	Carried Forward to summary of Section No.4 Bill No. 1 Aprons				
	SECTION NO.4				
	BILL NO. 2				
	SEPTIC TANKS, ETC.				
	SUPPLEMENTARY PREAMBLES				
	For preambles see "Model Preambles for Trades (2008 Edition)"				
	Compaction of surfaces				
	Compaction of ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	30		
	Prescribed density tests on filling				
	Modified AASHTO Density	No	2		
	PLASTERING				
	Watertight cement plaster on brickwork				
	On walls	m2	2		
	PLUMBING AND DRAINAGE				
	uPVC pipes				

		110mm Pipes	m	5		
		Extra over uPVC pipes for fittings				
		110mm Inspection Eye	No	2		
		Cover, etc				
		600 x 450mm Type 2A cast iron single seal manhole cover and frame	No	4		
		Lifting key for manhole cover	No	1		
		Carried Forward to summary of Section No.4 Bill No. 2 Septic Tank				
		SECTION NO 4				
		BILL NO 3				
		BULK EARTHWORKS (PROVISIONAL)				
		SUPPLEMENTARY PREAMBLES				

		For preambles see "Model Preambles for Trades (2008 Edition)"				
		NOTE				
		All earthworks shall comply with the requirements of the latest relevant SABS 1200 Specifications: 1200C; 1200D;1200DM				
		Nature of ground				
		The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with soft rock				
		Specific Requirements of imported G6 material				
		The imported material must conform to the following criteria: (1) Minimum CBR at 93% Mod. AASHTO Density: 15(2) Minimum swell at 100% Mod. AASHTO Density: 1,5%(3) Maximum PI: 12(4) Maximum size particles in material: 63mm(5) Grading modulus: $2,7 \geq GM \geq 0,75$				
		Carting away of excavated material				
		Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
		BULK EXCAVATION, FILLING, ETC				
		Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):				
		Off site to a dumping site to be found by the contractor	m3	26		
		Earth filling obtained from the excavations, including haulage approximately 10m from perimeter of excavations (not compacted)				
		In prescribed stock piles on site	m3	90		
		Compaction of surfaces				

		Compaction of ground surface under floors etc, including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 93% Mod AASHTO density	m2	200		
		Prescribed density tests on filling				
		Modified AASHTO Density	No	3		
		Carried Forward to summary of Section No.4 Bill No. 3 Bulk Earthworks				
		SECTION NO.4				
		BILL NO.4				
		WATER RETICULATION				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				

		<u>Installation of Water Pump</u>				
		DAB Centrifugal water pump - Green (1.1 kW) with steel cage including COC for installation of pump electrical works	No	1		
		Gratings, covers, etc				
		600 x 750mm Diameter type M2579 cast iron manhole cover and frame	No	8		
		Carried Forward to summary of Section No.4 Bill No. 4 Water Reticulation				
		SECTION NO.4				
		BILL NO. 5				
		PAVED WALKWAYS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				

		PAVING				
		<u>Light grey 60mm "Grinaker G-blocks" interlocking precast concrete (35 MPa) paving blocks or equal approved laid with butt joints on 30mm thick river sand bed with sand swept into joints including preparation of ground for filling</u>				
	1	Paving in herringbone bond in walkways	m2	15		
		<u>Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing</u>				
	2	Garden kerb (figure 12) 50 x 100 x 200mm high unreinforced concrete, bedded in concrete, including excavation, backfilling, etc	m	15		
		<u>Extra over for cutting units to fit edge restraints</u>				
	3	Cutting units to fit edge restraints	m	15		
		Carried Forward to summary of Section No.4 Bill No. 5 Paved Walkways				
		SECTION NO.4				
		BILL NO. 6				
		RAMPS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		<u>Compaction of surfaces</u>				

1		Compaction of ground surface under ramps including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2		4	
		<u>30MPa/19 mm concrete</u>				
2		Ramps, etc	m3		1	
		<u>Finishing top surfaces of concrete smooth with a wood float</u>				
3		Ramps to falls	m2		4	
		<u>Smooth formwork to sides</u>				
4		Edges, risers, ends and reveals not exceeding 300mm high or wide	m		8	
		Carried Forward to summary of Section No.4 Bill No. 6 Ramps				
		SECTION NO.4				
		BILL NO. 7				
		CONCRETE WALKWAYS				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		<u>Compaction of surfaces</u>				

	1	Compaction of ground surface under ramps including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m2	400		
		<u>Prescribed density tests on filling</u>				
	2	Modified AASHTO Density test	No	3		
		<u>30MPa/19 mm concrete</u>				
	3	Ramps, etc	m3	4		
		<u>Finishing top surfaces of concrete smooth with a wood float</u>				
	4	Ramps to falls	m2	20		
		<u>Smooth formwork to sides</u>				
	5	Edges, risers, ends and reveals not exceeding 300mm high or wide	m	36		
		Carried Forward to summary of Section No.4 Bill No. 7 Concrete Walkways				
		SECTION NO.4				
		BILL NO.8				
		FENCING				
		SUPPLEMENTARY PREAMBLES				
		For preambles see "Model Preambles for Trades (2008 Edition)"				
		FENCING				
		Steel palisade fencing:				

	1	1800mm High Steel Palisade fence formed of 30 x 30 x 2mm mild steel angle iron palings spaced at 133mm centres with devil fork at the top and dove tail at the bottom, vertically welded on two 40 x 40 x 2mm horizontal rails, including steel stiffeners, welding, cutting, and all necessary fixing lugs, bolts, etc.	m	6		
		Carried Forward to summary of Section No.4 Bill No. 8 Fencing				
		SECTION NO.4				
		SUMMARY - EXTERNAL WORKS				
		CONCRETE APRONS				
		SEPTIC TANK				
		BULK EARTHWORKS, ETC				
		WATER RETICULATION				
		PAVING				

		RAMPS				
		CONCRETE WALKWAYS				
		FENCING				
		Carried Forward to final summary				
		FINAL SUMMARY				
		PRELIMINARIES				
		ALTERATIONS				
		BUILDING				
		EXTERNAL WORKS				
		Sub Total 1 - BUILDING COSTS				
		Allow for Contingencies	5%			
		Subtotal 2 - BUILDING COSTS INCL. OF CONTINGENCIES				
		Allow for Vat	15%			
		TOTAL (VAT INCL.) CARRIED TO TENDER FORM				

The procedure for the evaluation of responsive tenders is Price and Preference.

NB: Only the Price & SPECIFIC GOALS points will determine the highest point scoring bidder to be awarded the contract.

T 2.2. B - Compulsory Enterprise Questionnaire		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.		
Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes The Mvula Trust to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST					
Quotation NUMBER:	TMT-LDOE-2022/23/LPCL7B	CLOSING DATE:	10 May 2024	CLOSING TIME:	12:00PM
DESCRIPTION	QUOTATION FOR THE COMPLETION OF OUTSTANDING WORKS AT LADZANI PRIMARY SCHOOL				
BID RESPONSE DOCUMENTS MUST BE SENT VIA EMAIL TO:					
THE MVULA TRUST					
TEBOGO MMONWA					
EMAIL: TEBOGOM@THEMVULATRUST					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
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:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
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?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES 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 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 ENGAGED WITH NEGOTIATIONS BY THE TMT THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.**

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 TMT 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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

**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 Specific Goals

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
Specific Goals	20
Total points for Price and Specific Goals must not exceed	100

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People	3	
Youth	5	
Women	5	
Person with Disability	3	
Small, Medium and Micro Enterprises (SMMEs)	2	
Enterprises located in rural or underdeveloped areas	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

C1.1 Form of Offer and Acceptance

C1: AGREEMENT AND CONTRACT DATA

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

EXECUTION OF A CONTRACT INSTRUCTION TO RECTIFY DEFECTS AND/OR COMPLETE OUTSTANDING WORKS ON AN EXISTING CONTRACT AT LADZANI PRIMARY SCHOOL IN THE LIMPOPO PROVINCE.

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration 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:

R (in figures)

..... **Rand** (in words)

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 Service Provider in the conditions of Contract identified in the Contract Data.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information

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 Mvula Trust 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 deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. 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).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	

Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

Signature <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	25 Rhodesdrift Street Rhodesdrift Office Park ROP 6,Bendor Ext 30 0699
Telephone no	(015) 291 2405
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	