

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL
DEPARTMENT OF PUBLIC WORKS**



KWAZULU-NATAL PROVINCE

PUBLIC WORKS
REPUBLIC OF SOUTH AFRICA

QUOTATION DOCUMENT

With JBCC Minor Works Agreement - 4th Edition

For projects R 1 to R 1000 000

SERVICE DESCRIPTION :

**DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL
PARKING BAYS-ERADICATION OF ASBESTOS ROOF**

Employer:

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works
Private Bag X 10040
LADYSMITH
3370

Contact :

Project Leader: Ms I. P Mokoena
Telephone number: 036 638 2900
WIMS No.: 0
Quotation Number: ZNQ 25/26/36/S
CIDB Registration Number: _____
Central Suppliers Database No.: _____

Regional \ District Office:

uThukela District Office
Cnr Shepstone & Hyde Roads
LadySmith
3370
Tel No: 036 638 2900
Fax No: 036 638 2904
4 Calendar Months

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

**DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-
MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF**



TABLE OF CONTENTS

THE QUOTATION

1. PART T1: QUOTATION PROCEDURES	Page/s
T1.1 Bid Notice and Invitation to Quote (T1.1)	4
T1.2 Quotation Data (T1.2)	4
T1.3 Annexure C - Standard Conditions of Quote (T1.3)	10
T1.4 Annexure to Notice and Invitation to Quote (T1.4)	1
2. PART T2: RETURNABLE DOCUMENTS	
T2.1 Submission of Compulsory Returnable Schedules (T2.1)	2
T2.2 Compulsory Enterprise Questionnaire (T2.2)	3
T2.3 Authority to sign Quote (T2.3)	1
T2.4 Financial Standing and other Resources of Business Declaration (T2.4)	1
T2.5 Equipment Schedules applicable (T2.5)	5
T2.6 Contractors Health & Safety Declaration (T2.6)	1
T2.7 Site Inspection Certificate (T2.7)	1
T2.8 Proof of UIF Registration (T2.8)	1
T2.9 Preference Points Claim Form (T2.9)	5
T2.10 Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing	1
T2.11 Proof of Paid Municipal Rates and Taxes (T2.11)	1
T2.12 Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	1
T2.13 Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	1
T2.14 Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	1
T2.15 Bidder's Disclosure - SBD4 (T2.15)	3
T2.16 Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
T2.17 Base Line Risk Assessment (T2.17)	2
T2.18 Capacity of Bidder (T2.18)	1
T2.19 Functionality Criteria (T2.19)	2
T2.20 Invitation to Bid - SBD 1 (T2.20)	2

THE CONTRACT

3. PART C1: AGREEMENT AND CONTRACT DATA	
C1.1. Form of Offer and Acceptance (C1.1)	3
C1.2. Contract Data (C1.2)	5

4. PART C2: PRICING DATA

C2.1	Pricing Instructions	1
C2.2	Pricing Schedule	2
C2.3	Preliminary and General - EPWP (If applicable)	
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)	

5. PART C3: SCOPE OF WORKS

C3.1	Scope of Works	2
C3.2	Specifications for HIV/STI Awareness	3
C3.3	HIV/STI Compliance Report	2
C3.4	EPWP Scope of Works (If Applicable)	5

6. PART C4: SITE INFORMATION

C4.1	Site Information	1
C4.2	EPWP Employment Contract (Refer to Annexure 10)	

7. DRAWINGS

C5.1	List of Drawings	2
------	------------------	---

8. ANNEXURES

Annexure 1	Model Preambles for Trades 2008	49
Annexure 2	General Electrical Specifications	
Annexure 3	Lightning Protection Specifications	
Annexure 4	Map of submission locations	1
Annexure 5	Joint Venture Agreement	
Annexure 6	Occupational Health and Safety Specification	
Annexure 7	Health and Safety Bill of Quantities	
Annexure 8	Builders Lien	
Annexure 9	Additional Specification - EPWP Beneficiary	
Annexure 10	EPWP Employment Contract	
Annexure 11	Attendance Register - Infrastructure and Other projects	
Annexure 12	EPWP Data Collection tool for Phase 3 system	
Annexure 13	Geotechnical Investigation Report (If applicable)	

IMPORTANT NOTICE TO BIDDERS

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

PART T1: QUOTATION PROCEDURES
T1.1 Quotation Notice and Invitation to Quote

THE KZN DEPARTMENT OF PUBLIC WORKS INVITES QUOTATIONS FOR THE PROVISION OF:

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE- MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Contract period	4 Calendar Months
Advertisement date:	03.10.2025	Closing date:	21.10.2025
Closing time:	9:30	Validity period:	84 Calendar Days

It is estimated that Bidders should have a CIDB contractors grading designation of 2GB or higher. No alternative Class of work, as referred to in Clause 25(3)(a)(i) of the CIDB Regulations, as amended, is anticipated for this project.

☐	It is estimated that Potentially Emerging enterprises should have a CIDB contractor grading of (N/A) and satisfy the criterion stated in the Quotation Data. (<i>Only applicable if Client has an Official Mentorship programme in place to assist potentially emerging enterprises</i>)
☐	All Bidders should have a CIDB Class of Construction Contractor Grading Designation as indicated above. No Bidder with a PE status can be considered if "N/A" is indicated above because the Department does not have an Official Mentorship Programme in place to assist a Potentially Emerging Enterprise.

Only Bidders who are responsive to the following responsiveness criteria are eligible to submit Quotations:

Bidders registered on the Central Suppliers Database (CSD) are eligible to submit quotations.

☒	Only those Bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Quoted for a 2GB or higher, class of construction work, are eligible to submit quotes. Quotation values in close proximity to the limit of a Quotation value range will be dealt with in accordance with Clause 25(3)(a)(ii) and 25(7A) of the latest amended Regulations.
☐	Joint ventures are eligible to submit Quotations provided that: 1 every member of the joint venture is registered with the CIDB; 2 the lead partner has a contractor grading designation in the 2GB or higher, class of construction work. 3 the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation in accordance with the sum Quoted for a 2GB or higher, class of construction work.
☒	Quotation document must be properly received on or before the Quotation closing date and time specified on the invitation, fully completed and signed in ink (All as per Standard Conditions of Quotation).
☒	Authority to sign Quote (T2.3)
☐	Financial Standing and other Resources of Business Declaration (T2.4)
☒	Submission of Compulsory Returnable Schedules (T2.1)
☐	Site Inspection Certificate (T2.7)
☒	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)
☐	Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)
☒	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if
☒	Proof of Paid Municipal Rates and Taxes (T2.11)
☒	Proof of UIF Registration (T2.8)
☐	Contractors Health & Safety Declaration (T2.6)
☒	Compulsory Enterprise Questionnaire (T2.2)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER: _____
POSTAL ADDRESS: _____
STREET ADDRESS: _____
TELEPHONE NUMBER: _____ CODE: _____ NUMBER: _____
CELLPHONE NUMBER: _____

FACSIMILE NUMBER CODE : NUMBER:
E-MAIL ADDRESS:
VAT REGISTRATION NUMBER:

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS VIA SARS E - FILING. YES ☐ or NO ☐

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES ☐ or NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS); OR

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof] YES ☐ or NO ☐

This quote will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations; 2022

Please note the following for POPIA:

By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. (TICK)

☒

80/20 Preference point scoring system

Price / Quality:	
Price:	80
Preference by means of SPECIFIC GOALS	20
Total must equal (100%):	100

1. The Specific Goal/s Allocated Points in terms of this tender:

Preference points system:

Preferences are offered to Tenderer's who have attained points for the specific goals in accordance with the table below; Documentary Proof required to satisfy the points claimed are also indicated in the table below:

No	Specific Goal	Number of Points Allocated
1	Ownership by Black People Documentary Proof Required: 1) Sworn Affidavit; signed and dated by Commissioner of Oaths	20
2		
3		
4		
5		
6		
7		
8		
Total of Price and Points for Specific Goals must not exceed 100 points		100 Points

Notes:

- The successful bidder will be required to fill in and sign a written Contract Form.
- Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.
- The bid box is open during official working hours.
- All Bids must be submitted on the official forms – (Not to be re-typed)
- THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

COLLECTION OF QUOTATION DOCUMENTS:

Quotation documents may be collected during working hours at the following address :

KZN Department of Public Works Cnr Shepstone & Hyde Roads, Ladysmith at the time indicated on T1.1 Bid Notice and Invitation to Quote

Documents may be collected during working hours between 9h00 to 12h30 and 13h00 to 15h30.

BRIEFING MEETING

A Non-compulsory pre-Quotation briefing meeting with representatives will take place at:

0

on: **Saturday, January 0, 1900**

DOPW Project Leader:	Ms I. P Mokoena	Telephone no:	036 638 2900
Cell no:	0	Fax no:	366382930
E-mail:	Innocentia.mokoena@kznworks.gov.za		

DOPW Project Leader:	Ms I. P Mokoena	Telephone no:	036 638 2900
Cell no:	0	Fax no:	366382930
E-mail:	Innocentia.mokoena@kznworks.gov.za		

Safety Officer:	Elias Dlamini	Telephone no:	036 638 2900
Cell no:	0821122333	Fax no:	036 638 2904
E-mail:	e.dlamini@kzn.gov.za		

All Quotation documents must be submitted on the official forms - (not to be re-typed)

3370

T1.2 QUOTATION DATA			
Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Project Code:	0		
Quotation no:	ZNQ 25/26/36/S	Closing date:	21.10.2025
Closing time:	9:30	Validity period:	84 Calendar Days
Clause number:			
	The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019 as amended 'from time to time.' (see www.cidb.org.za) Refer to Conditions of Tender as bound into this document. The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender. The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC. The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework. The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation".		
C.1.1	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
C.1.2	The quotation documents issued by the employer comprise: Part 1: Quotation procedures T1.1 Bid Notice and Invitation to Quote (T1.1) T1.2 Quotation Data (T1.2) T1.3 Annexure C - Standard Conditions of Quote (T1.3) T1.4 Annexure to Notice and Invitation to Quote (T1.4) Part 2: Returnable documents T2.1 List of returnable documents T2.2 Compulsory Enterprise Questionnaire (T2.2) T2.3 Authority to sign Quote (T2.3) T2.4 Financial Standing and other Resources of Business Declaration (T2.4) T2.5 Equipment Schedules applicable (T2.5) T2.6 Contractors Health & Safety Declaration (T2.6) T2.7 Site Inspection Certificate (T2.7) T2.8 Proof of UIF Registration (T2.8) T2.9 Preference Points Claim Form (T2.9) T2.10 Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10) T2.11 Proof of Paid Municipal Rates and Taxes (T2.11) T2.12 Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12) T2.13 Contract Form - Purchase of Goods/Works-Part 1 (T2.13) T2.14 Contract Form - Purchase of Goods/Works-Part 2 (T2.14) T2.15 Bidder's Disclosure - SBD4 (T2.15) T2.16 Client's Specific requirement for the Contractor's detailed OHS plan (T2.16) T2.17 Base Line Risk Assessment (T2.17) T2.18 Capacity of Bidder (T2.18) T2.19 Functionality Criteria (T2.19) T2.20 Invitation to Bid - SBD 1 (T2.20) CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (C1.1) C1.2 Contract Data (C1.2)		

Quotation no: ZNQ 25/26/36/S													
Part C2: Pricing Data													
C2.1	Pricing Instructions												
C2.2	Pricing Schedule												
C2.3	Preliminary and General - EPWP (If applicable)												
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)												
Part C3: Scope of Works													
C3.1	Scope of Works												
C3.2	Specifications for HIV/STI Awareness												
C3.3	HIV/STI Compliance Report												
C3.4	EPWP Scope of Works (If Applicable)												
Part C4: Site Information													
C4.1	Site Information												
C4.2	EPWP Employment Contract												
Part C5: Drawings													
C5.1	List of Drawings												
C5.2	ANNEXURES												
Annexure 1	Model Preambles for Trades 2008												
Annexure 4	Map of submission locations												
Annexure 2	General Electrical Specifications												
Annexure 3	Lightning Protection Specifications												
Annexure 5	Joint Venture Agreement												
Annexure 7	Health and Safety Bill of Quantities												
Annexure 9	Additional Specification - EPWP Beneficiary												
Annexure 10	EPWP Employment Contract												
Annexure 6	Occupational Health and Safety Specification												
C.1.4	The Employer's agent is: <table border="1"> <tr> <td>Name:</td> <td>Ms I. P Mokoena</td> </tr> <tr> <td>COLLECTION OF</td> <td>Project Leader</td> </tr> <tr> <td>Address:</td> <td>uThukela District Office , LadySmith , 3370</td> </tr> <tr> <td>Tel:</td> <td>036 638 2900</td> </tr> <tr> <td>Fax:</td> <td>366382930</td> </tr> <tr> <td>E-mail:</td> <td>Innocentia.mokoena@kznworks.gov.za</td> </tr> </table> The second sentence shall read "Communication can be in any of the official languages recognised in KwaZulu-Natal which is English, Afrikaans or Zulu but writing is preferred in English as this is generally accepted as a business language"	Name:	Ms I. P Mokoena	COLLECTION OF	Project Leader	Address:	uThukela District Office , LadySmith , 3370	Tel:	036 638 2900	Fax:	366382930	E-mail:	Innocentia.mokoena@kznworks.gov.za
Name:	Ms I. P Mokoena												
COLLECTION OF	Project Leader												
Address:	uThukela District Office , LadySmith , 3370												
Tel:	036 638 2900												
Fax:	366382930												
E-mail:	Innocentia.mokoena@kznworks.gov.za												
C.1.6	Bidder scoring the highest points												
C.2.1	Only those Bidders who are registered with CIDB or who are capable of being so prior to the evaluation of submissions in a 2GB class of construction and are registered with the CIDB are eligible to submit quotations. Bidders must also be registered on the Central Suppliers Database.												
C.2.2	The employer will not compensate the tenderer for any costs incurred in the preparation and submission of a quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.												
C.2.7	The arrangements for a Compulsory Pre-Quotation Meeting are: Location and Time: 0 Date: Saturday, January 0, 1900 The Bidder is required to sign the attendance register. OR No compulsory pre-quotation briefing meeting.												

Quotation no: ZNQ 25/26/36/S	
C.2.10.3	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
C.2.11	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
C.2.12	Alternative Offers may not be considered
C.2.13	To provide the whole of the Works as per the Scope including Electrical
C.2.13.5	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per T1.1 Bid Notice and Invitation to Quote .
C.2.15	The closing time for submission of Quotation offers is as per T1.1 Bid Notice and Invitation to Quote . Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
C.2.16	The quotation offer validity period is 84 calendar days.
C.2.16.2	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
C.2.17	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
C.2.23	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
C.3.3	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
C.3.4.2.	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
C.3.7	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received: a) complies with the requirements of the Conditions of Quotation. b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the quotation documents. A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified. Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Quotation no: ZNQ 25/26/36/S

C.3.13

Quotation offers will only be accepted if:

- (a) the Bidder has in his/her possession Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
- (b) the Bidder is registered with the Construction Industry Development Board in an appropriate class of works and the Bidder has submitted a CIDB certificate of registration.
- (c) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal services charges.
- (d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform to the contract in the best interests of the employer or potentially compromise the quotation process.
- (e) the Bidder has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect.
- (f) the Bidder or any of its Directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the Public sector.
- (g) The Bidder has signed and submitted the Authority to Sign.
- (h) The Bidder has signed and submitted the Equipment Schedules, if applicable.
- (i) The Bidder has submitted Proof of UIF registration and good standing with the Compensation Commissioner.
- (j) The Bidder has submitted the Signed Form of Offer that is part of the Form of Offer and Acceptance.
- (k) Proof of Paid Municipal Rates and Taxes.

If a contractor fails to render the service within the stipulated period in the contract, the employer shall in terms of Clause 12 of the JBCC Minor Works Agreement, deduct a penalty from the value of the contract sum. The employer shall deduct an amount as indicated in the **Minor Works Agreement Contract Data EC**.

C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

C.1 General

C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

- C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
 - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

C.1.5.3 An Employer may only with the prior approval of the relevant treasury cancel a tender invitation for the same work.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **tender data** requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **tender data**, shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or

C.2.2 Cost of tendering

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any
- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the **tender data**, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the **tender data**, place and seal the returnable documents

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the **tender data**.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the **tender data**.

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

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

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the **tender data** not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the **tender data** for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the **tender data** after the closing time stated in the **tender data**.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the **tender data** for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substitutes by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period lapses before the employer evaluating the tender offer(s), the contractor

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to request from the tenderer

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

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender

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

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) days before the tender closing time stated in the **tender data**. If, as

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the **tender data**, unopened, (unless it is necessary to open a

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly

C.3.8 Test for responsiveness

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,

- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the p technical qualifications, professional and technical competence, financial resources, equipment and facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, contract,
- c) has the legal capacity to enter into the contract,
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete Adjudicator's Contract

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

C.3.16 Registration of the Award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

T1.4. Annexure to Notice and Invitation to Quote

REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the verification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za

Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

Name of Supplier	
Central Supplier Database (CSD) Supplier Number:	

REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS

In terms of the Construction Industry Development Board Act (CIDB) (Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14
Brooklyn Square
75
Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

T2.1 LIST OF RETURNABLE DOCUMENTS

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Project Manager:	Ms I. P Mokoena	Quotation no:	ZNQ 25/26/36/S

1. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
Submission of Compulsory Returnable Schedules (T2.1)	Yes	
Compulsory Enterprise Questionnaire (T2.2)	Yes	
Authority to sign Quote (T2.3)	Yes	
Financial Standing and other Resources of Business Declaration (T2.4)	No	N/A
Equipment Schedules applicable (T2.5)	No	N/A
Preference Points Claim Form (T2.9)	Yes	
Site Inspection Certificate (T2.7)	No	N/A
Contractors Health & Safety Declaration (T2.6)	No	N/A
Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	No	N/A
Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	No	N/A
Bidder's Disclosure - SBD4 (T2.15)	Yes	
Capacity of Bidder (T2.18)	No	N/A
Invitation to Bid - SBD 1 (T2.20)	Yes	
	No	N/A
	No	N/A
	No	N/A
	No	N/A

2. RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES BUT TO BE SUPPLIED BY THE BIDDER

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Returnable document	
CIDB Registration form or application for Registration form (F006) including Registration number	Yes	
Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	Yes	
B-BBEE Certificate	Yes	
Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	No	N/A
Proof of Payment of Bid Deposit	Yes	
Proof of Paid Municipal Rates and Taxes (T2.11)	Yes	
Proof of UIF Registration (T2.8)	Yes	
Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	Yes	
Certified CIDB Contractors Grading Designation Certificate (T1.4) attach proof	Yes	
Certified Proof of Registration Number on the Central Suppliers Database (T1.4) attach proof	Yes	
Proof of Companies & Intellectual Property Commission registration (CIPC)	No	N/A

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance (C1.1)	3 Pages	Yes	
Contract Data (C1.2)	5 Pages	Yes	
Pricing Schedule (C2.2)	2 Pages	Yes	
	Pages	No	N/A

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	Pages	No	N/A
Functionality Criteria (T2.19)	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A
	Pages	No	N/A

5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
Proof of working capital of at least 25% of project value	No	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	No	N/A
Annual/Audited Financial Statement/Management Account/Income and Expenditure Statements	No	N/A
Detailed schedule of resources at all levels	No	N/A
Schedule of years of experience on similar projects	No	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	No	N/A
Demonstrated ability to work on an accelerated programme	No	N/A
Experience in projects that have operational challenges i.e. public interface	No	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	No	N/A
Submission of a detailed organogram	No	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	No	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	No	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	No	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	No	N/A
Tenderer to demonstrate key/resource deployment over the various work package	No	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	No	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	No	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	No	N/A
Material storage, handling and distribution	No	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	No	N/A
Programme and progress reporting, including tracking of long lead procurement items	No	N/A
OHS Management, compliance and reporting	No	N/A
Site documentation control, filing and archiving	No	N/A
Queries and information required approach	No	N/A
Procurement of outsourced resources e.g. sub-contractors	No	N/A
	No	N/A
	No	N/A
	No	N/A
	No	N/A

T2.2 Compulsory Enterprise Questionnaire			
Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

Please do a print preview
before printing

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 6 partners

Section 6: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	
SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement	

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

- authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- confirms that 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;
- 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;
- 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
- 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	
-----------------	--

T2.3 AUTHORITY TO SIGN QUOTE

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

held at (town): _____ on (date): _____

RESOLVED that:

1. The Enterprise submits a Quote to the KZN Department of Public Works in respect of the following project:

**DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-
ERADICATION OF ASBESTOS ROOF**

Bid / Quotation Number: **ZNQ 25/26/36/S**

2. *Mr/Mrs/Ms: _____

in *his/her capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____ (Authorised Signatory)

be, and is hereby, duly authorised to sign the Quote, and any and all other documents and/or correspondence in connection with and relating to this Quote, as well as to sign any Contract, and any and all documentation, resulting from the award of the Quote to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. NB. This resolution / Power of Attorney must be signed by all the Directors / Members / Partners of the Legal Quoting Enterprise authorising the Representative to make this Offer.
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.
4. In the case of the Quoting Enterprise being a Close Corporation, a certified copy of the Founding Statement of such corporation must be attached to this Quote.

ENTERPRISE STAMP (If Any)

T2.9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Project Title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF
Quotation Number:	ZNQ 25/26/36/S
Project Code:	0

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps=80(1-(Pt-P_{min})/(P_{min})) \text{ or } Ps=90(1-(Pt-P_{min})/(P_{min}))$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$P_s = 80(1 + (P_t - P_{\max}) / (P_{\max} - P_t)) \text{ or } P_s = 90(1 + (P_t - P_{\max}) / (P_{\max} - P_t))$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People	xxxxxxxx	20	xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	
	xxxxxxxx		xxxxxxxxxxxxxxxx	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company Registration Number :.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:
.....
.....
.....

**T2.10 TAX COMPLIANCE STATUS (TCS) PIN - TO VERIFY ON LINE
COMPLIANCE SUPPLIER STATUS VIA SARS e-FILING**

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

TAX CLEARANCE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.

In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN.

Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za.

Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

IMPORTANT NOTICE

The South African Revenue Services (SARS) has phased out the issuing of paper Tax Clearance Certificates.

From 18 April 2016 SARS introduced an enhanced Tax Compliance (TCS) system.

The new system allows taxpayers to obtain a Tax Compliance Status (PIN), which can be utilised by authorised third parties to verify taxpayers compliance status online via SARS e-filing.

Bidders are required to fill in clearly, legibly, in bold print and black ink the SARS (TCS) PIN number and Tax Reference number in the space hereunder:

Tax Compliance Status (TCS) PIN Number	
Company / Bidding Entity Tax Reference Number	

Name of Bidder: _____

Signature of Bidder: _____

Date: _____

T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE- MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

ATTACH A CERTIFIED COPY OF PROOF, THAT
THE BIDDER IS IN GOOD STANDING WITH THE
UIF TO THIS PAGE FOR ADJUDICATION
PURPOSES

NOTE

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the UIF in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."

T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

**ATTACH PROOF OF PAID MUNICIPAL RATES
& TAXES TO THIS PAGE FOR ADJUDICATION
PURPOSES**

NOTE

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

T2.12 CERTIFIED PROOF OF GOOD STANDING WITH THE COMPENSATION COMMISSIONER
--

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE- MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

ATTACH A CERTIFIED COPY OF PROOF, THAT
THE TENDERER IS IN GOOD STANDING WITH
THE COMPENSATION COMMISSIONER, TO
THIS PAGE FOR ADJUDICATION PURPOSES

NOTE

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

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 employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

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.
- 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

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.

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

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

PART A

INVITATION TO BID - SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS

BID NUMBER:	ZNQ 25/26/36/S	CLOSING DATE:	21.10.2025	CLOSING TIME:	9:30
--------------------	----------------	----------------------	------------	----------------------	------

DESCRIPTION	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF
--------------------	---

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

UTHUKELA DISTRICT OFFICE: CONRNER HYDE AND SHEPSTONE ROAD, LADYSMITH AT THE FOYER

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										
	TCS PIN:						CSD No:			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)	Yes						B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)		Yes	
	No								No	
If YES, State the name of the verification agency accredited by SANAS										
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes		NO		ARE YOU A FOREIGN BASED SUPPLIER FOR THE		YES		NO	
[IF YES ENCLOSE PROOF]					(IF YES ANSWER PART B:3 BELOW)					
SIGNATURE OF BIDDER						DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)										
TOTAL NUMBER OF ITEMS OFFERED						TOTAL BID PRICE (ALL INCLUSIVE)				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	DEPARTMENT OF PUBLIC WORKS: UTHUKELA DISTRICT OFFICE	CONTACT PERSON	Mr. S. Mdalose
CONTACT PERSON	MISS N. A. MBONGWA	TELEPHONE NUMBER	036 638 2900
TELEPHONE NUMBER	036 638 2900	FACSIMILE NUMBER	036 638 2930
FACSIMILE NUMBER	036 638 2930	E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B				
TERMS AND CONDITIONS FOR BIDDING - SBD 1				
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 ONLINE				
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.				
1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.				
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.				
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .				
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.				
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.				
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES		NO	
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	YES		NO	
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES		NO	
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	YES		NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.				

C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no: ZNQ 25/26/36/S

OFFER

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

DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Quotation 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:

Amount (in words):	
Amount in figures:	R

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 (s)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
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

The terms of the contract, are contained in:

Part C1 Agreement and Contract Data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature (s)			
---------------	--	--	--

Name (s)			
Capacity			
For the employer			
	<i>(Name and address of employer)</i>		
Name and signature of witness			

Schedule of Deviations

Notes:

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

1. Subject:
Details:

2. Subject:
Details:

3. Subject:
Details:

4. Subject:
Details:

By the duly authorised representatives signing this agreement, the employer and the 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 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 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.

C1.2 :CONTRACT DATA:

JBCC 2000 MINOR WORKS AGREEMENT (4th Edition)

DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF

Quotation no: ZNQ 25/26/36/S

The Conditions of contract are clauses 1 to 20 of the JBCC series 2000 Minor Works Agreement (4th Edition, August 2007) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (031-2667070), South African Association of Consulting Engineers (011-4632022), South African Institute of Architects (031-2017590), Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

CONTRACT VARIABLES

THE CONTRACT DATA

The **Contract Data** contains all variables referred to in this document and is divided into Employer to Contractor (EC) Data and Contractor to Employer (CE) Data categories. The Employer to Contractor (EC) Data category must be completed in full by the Employers or his Agent and included in the Quotation documents. The Contractor to Employer (CE) Data must be left blank by the Employer or his Agent for the Contractor to fill in. Both the EC and CE Data categories form part of this **agreement**.

Spaces requiring information must be filled in, shown as "**not applicable**" or deleted but not left blank. Where choices are offered, the inapplicable 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.

PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (MINOR WORKS AGREEMENT CONTRACT DATA EC) (JBCC Series 2000 Edition 4.0 Code 2108-EC July 2007)

1 CONTRACT DATA - EMPLOYER

1.0 CONTRACTING AND OTHER PARTIES

1.1 **Employer:**
[1.1] **Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)**
Postal address:
Private Bag X10040
LADYSMITH
3370
Tel: 036 - 638 2930 Fax: 036 638 2900

[1.2] Physical address:
Corner Hyde and Shepstone Road
LADYSMITH
3370

1.2 **Principal Agent:**
[6.1] **Ms I. P Mokoena**
Postal address:
uThukela District Office
LadySmith
3370
Tel: 036 638 2900 Fax: 366382930

1.3 **Agent (1)**
[6.1.9] 0
Agent's service:
0
Postal address:
0
0
0
Tel: 0 Fax: 0

1.4 **Agent (2)**
[6.1.9] 0
Agent's service:
0
Postal address:
0
0
0
Tel: 0 Fax: 0

1.6 Interest of principal agent or other agents in the project
Details where "yes" N/A

1.7	The principal agent [1.2] is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender/quote being disqualified.
-----	--

Quotation no:			
2.0	CONTRACT AND SITE INFORMATION		
2.1 [1.1]	The law applicable to this agreement:	SOUTH AFRICA	(Country or State)
2.2 [1.1]	Works identification: Refer to document C3 – Scope of Work.		
2.3 [1.1]	Site description: Refer to document C4 – Site Information.		
2.4 [5.1.3]	Possession of the site is to be given on:	To be determined	(Date)
2.5 [7.1.2]	Period for the commencement of the works after the contractor takes possession of the site:	10	(working days)
2.6 [7.1.1]	Waiver of contractor's lien or right of continuing possession is required:	Yes	(Yes/No)
2.7	Existing premises will be occupied. Where "yes" the specific requirements are described or detailed in the contract documents.		No (Yes/No)
N/A			
2.8 [5.1.5-6]	Provision of temporary services is required. Where "yes" the specific requirements are described below or detailed in the contract documents.		YES (Yes/No)
2.11.1	Water Option A Option B NOT APPLICABLE Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)	A (A, or C)
2.11.2	Electricity Option A Option B NOT APPLICABLE Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)	A (A, or C)
2.11.3	Telecom Option A Option B NOT APPLICABLE Option C	Contractor - his cost Employer - free of charge Employer - metered (contractor cost)	A (A, or C)
2.11.4	Ablutions Option A Option B NOT APPLICABLE	Contractor - his cost Employer - free of charge	A
3.0	INSURANCES AND SECURITIES		
3.1 [3.4.1]	Public liability insurance to be effected by:	CONTRACTOR	[Employer/Contractor]
	For the sum of:	N/A	[Amount]
	With a deductible of:	N/A	[Amount]
3.2 [3.4.2]	Contract works insurance to be effected by:	CONTRACTOR	[Employer/Contractor]
	For the sum of:	Contract Sum plus 10%	[Amount]
	With a deductible of:	N/A	[Amount]
3.3 [3.4.3]	Support insurance to be effected by the employer:	N/A	[Amount]
	With a deductible of:	N/A	[Amount]
3.4 [2.5]	The employer shall provide a Payment Guarantee:	NO	[Yes/No]
	For the sum of:	N.A.	[Amount]
[2.6]	The contractor shall waive his lien where a payment guarantee is provided:	N.A.	[Yes/No]
4.0	PRACTICAL COMPLETION DATES AND PENALTIES		
4.1 [7.1.2]	For the works as a whole:		
	The date for practical completion:	To be determined	[Date]
	Penalty per calendar day:	0.04% of the Contract Sum per calendar day	
	Contract Period	4	Calendar Months

5.0	DOCUMENTS AND GENERAL																		
5.1 [4.5]	Construction document copies to be supplied to the contractor free of charge:	3	[No of]																
5.2 [4.1]	The contractor shall provide the priced document : Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	"A"	[Addendum No.]																
5.3 [1.8]	Changes made to JBCC standard documents:	Yes	[Yes/No]	"B" [Addendum No.]															
	Additions, deletions and alterations to the JBCC Minor Works Agreement: The following clauses is N/A to this contract: <table border="1"> <tr><td>Omit Clause 2.1 and 2.2; 2.4 to 2.7</td></tr> <tr><td>Omit Clause 3.4 and 3.5;</td></tr> <tr><td>Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6</td></tr> <tr><td>Omit Clauses 7.1.1</td></tr> <tr><td>Omit Clause 12.3.2;</td></tr> <tr><td>Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16</td></tr> <tr><td>Omit Clauses 14.9</td></tr> <tr><td>Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8</td></tr> <tr><td>Omit Clauses 16.1.1 and 16.4.7 and 16.4.8</td></tr> <tr><td>Omit Clauses 17.2.6 and 17.2.7</td></tr> <tr><td>In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."</td></tr> <tr><td>In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."</td></tr> <tr><td>In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."</td></tr> <tr><td>In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."</td></tr> <tr><td>See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.</td></tr> </table>				Omit Clause 2.1 and 2.2; 2.4 to 2.7	Omit Clause 3.4 and 3.5;	Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6	Omit Clauses 7.1.1	Omit Clause 12.3.2;	Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16	Omit Clauses 14.9	Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8	Omit Clauses 16.1.1 and 16.4.7 and 16.4.8	Omit Clauses 17.2.6 and 17.2.7	In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."	In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."	In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."	In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."	See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.
Omit Clause 2.1 and 2.2; 2.4 to 2.7																			
Omit Clause 3.4 and 3.5;																			
Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6																			
Omit Clauses 7.1.1																			
Omit Clause 12.3.2;																			
Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16																			
Omit Clauses 14.9																			
Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8																			
Omit Clauses 16.1.1 and 16.4.7 and 16.4.8																			
Omit Clauses 17.2.6 and 17.2.7																			
In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."																			
In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."																			
In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."																			
In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."																			
See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.																			
5.4 [5.2.1]	Work to be undertaken by direct contractors :	No	[Yes/No]	N/A [Addendum No.]															
5.5 [5.1.7]	Interim payment certificate to be issued by:	25		[Date of Month]															
5.5 [1.1] [6.2.9]	Schedule of Price cost Amounts (if applicable). The amounts in this schedule are to be included in the quotation amount: <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																	
1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.6 [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are not to be included in the quotation amount. <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																	
1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.7 [8.1.1] [5.2.1]	Schedule of work by direct subcontractors. Note: This schedule is for information purposes only and are not to be included in the quotation amount. <i>Description and estimated values:</i> <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>					Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																	
1	N/A	N/A																	
2	N/A	N/A																	
3	N/A	N/A																	
5.8 [3.2.3]	Direct contractor's total insurance cover: Not Applicable																		
5.9 [1.1]	Quotation submissions shall close at the time and on the date as stated in the T1.1 - Bid Notice and Invitation to Quote																		
6.0	DECLARATION BY THE PRINCIPAL AGENT																		
	I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith. _____ Principal Agent _____ Date																		
	Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)																		
1.0	CONTRACT DATA - CONTRACTOR																		
	CONTRACTING PARTY																		
	Note: All information for this section requires to be filled in by the contractor. The Project Leader/Employers Agent shall not pre-select or fill in any of the alternatives available to the contractor.																		

1.1 [1.1]		Contractor / Tenderer: Postal address: _____ _____ _____ Tel: _____ Code: _____ Fax: _____ Tax / VAT Registration No: _____ Physical address: _____ _____ _____			
[1.2]					
2.0 SECURITIES					
2.1 2.1.1 [2.2] 2.1.2 [2.3, 13.9] 2.1.3 [2.7]		The security provision selected is: Variable Construction Guarantee: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="text-align: center;">NO</td></tr></table> [Yes/No] Retention: <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="text-align: center;">NO</td></tr></table> [Yes/No] Advanced Payment is required. Where "Yes": <table border="1" style="display: inline-table; vertical-align: middle;"><tr><td style="text-align: center;">NO</td></tr></table> [Amount]	NO	NO	NO
NO					
NO					
NO					
<i>Note: Advance Payment Guarantee equal in value to above amount [2.1.3] is required from contractor.</i>					
3.0 PAYMENT AND ADJUSTMENT OF PRELIMINARIES					
3.1 [14.3]		Payment of Preliminaries The payment of preliminaries related to minor works shall be according to Option A only:			
3.1.1		Option A Assessed by the principal agent as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the contract sum excluding: • The amount for preliminaries • Any contingencies All inclusive of tax			
3.1.2		Option B (Not Applicable)			
3.2		Adjustment of Preliminaries The amount or items of preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time and/or value have on preliminaries. Such an adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Option A and shall preclude any further adjustment of preliminaries. Adjustment of preliminaries in terms of Option A shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works. The adjustment of preliminaries shall be based on the option as selected in the contractor's quote. For the adjustment of the preliminaries both the contract sum and the contract value shall exclude: • The amount of preliminaries • Any contingency sum All inclusive of tax			
3.2.1		Option A The amount of preliminaries shall be adjusted in the following categories: • An amount which shall not be varied • An amount which shall be varied in proportion to the contract value as compared with the contract sum • An amount which shall be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment of the contract value in terms of the agreement The contractor shall, within fifteen (15) working days of taking possession of the site , give the principal agent a breakdown, subdivided onto the above categories, of the amount for preliminaries in tabulated form, all to the satisfaction of the principal agent . Should the contractor fail to provide such information within the period stipulated then the amount for the preliminaries shall be deemed to be subdivided into the following proportions: • 10% (ten per cent) which amount shall not be varied • 15% (fifteen per cent) which amount shall be varied in proportion to the contract value as compared with the contract sum • 75% (seventy-five per cent) which amount shall be varied in proportion to the construction period as compared with the initial construction period For a lump sum document, should the contractor fail to identify the amount for preliminaries, then such an amount shall be deemed to be 7.5% (seven and a half per cent) of the contract sum excluding any contingency sum inclusive of tax .			
3.3		Payment certificate cash flow The contractor shall provide all reasonable assistance to the principal agent in the preparation of cash flow projections of claims for payment certificates where required by the employer . The projections shall be based on the programme and shall be updated as and when the programme requires updating. The cooperation of the contractor in terms of this item shall not prejudice his right to receive payment in terms of the agreement .			

3.4 [6.1.4]	Meetings at which contract minutes are recorded shall be held:	MONTHLY	[State Period]																																																									
3.5 [13.3]	Valuations date for payments shall be on:	18	Of the month																																																									
4.0	EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS																																																											
4.1 [1.6]	Changes (if any) in terms of the Employer's Contract Data are accepted : YES [Yes/No] <i>Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient.</i> 1. See paragraph 5.3 above for clauses that are not applicable to this contract. 2. _____ 3. _____ 4. _____ _____																																																											
5.0	THE QUOTE																																																											
5.1 [1.1]	The accepted contract sum inclusive of Value Added Tax is: R <i>Amount in words:</i> _____ _____ _____ _____																																																											
6.0	SIGNATURES OF THE CONTRACTING PARTIES																																																											
[20.0]	We the Employer and Contractor accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the works . This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties. Thus done and signed at.....onof.....200.... <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the Employer who by signature hereof warrants authorisation hereto</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3">as Witness (1)</td> </tr> <tr> <td colspan="3">Name: _____</td> </tr> <tr> <td colspan="3">Address: _____</td> </tr> <tr> <td colspan="3">_____</td> </tr> <tr> <td colspan="3">_____</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3">Thus done and signed at.....onof.....200....</td> </tr> <tr> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the Contractor who by signature hereof warrants authorisation hereto</td> </tr> <tr> <td colspan="3"> </td> </tr> <tr> <td colspan="3">as Witness (1)</td> </tr> <tr> <td colspan="3">Name: _____</td> </tr> <tr> <td colspan="3">Address: _____</td> </tr> <tr> <td colspan="3">_____</td> </tr> <tr> <td colspan="3">_____</td> </tr> <tr> <td colspan="3"> </td> </tr> </table>						Name of signatory	Capacity of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto				as Witness (1)			Name: _____			Address: _____			_____			_____						Thus done and signed at.....onof.....200....						Name of signatory	Capacity of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto				as Witness (1)			Name: _____			Address: _____			_____			_____					
Name of signatory	Capacity of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto																																																										
as Witness (1)																																																												
Name: _____																																																												
Address: _____																																																												

Thus done and signed at.....onof.....200....																																																												
Name of signatory	Capacity of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto																																																										
as Witness (1)																																																												
Name: _____																																																												
Address: _____																																																												

PART C2: PRICING DATA

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

C2.1 Pricing Instructions

The Bidder's prices must be provided in accordance with the scope of work i.e. the prices, rates and quantities to be included in the Pricing Schedule for the work described under several items. An item against which no price is entered will be considered to be covered by prices in the Pricing Schedule. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

The method of measurement herein will be the only method of measurement recognized in connection with this contract.

All equipment or materials used in this contract is to be that which is specified or other approved (other approved means where approval is given by the Head: Works prior to the close of the quotation).

The Pricing Schedule is to indicate VALUE ADDED TAX payable by the Employer separately in addition to the total Quoted prices. The Quotation Offer must indicate prices inclusive of VALUE ADDED TAX.

The Bidders obligation in pricing the Quotation offer and the Employer's undertakings in checking and corrections of arithmetical errors are indicated in the Annexure A - Standard Conditions of Quotation.

The Conditions of Contract referred to in this document must be understood and read by the Contractor and will be taken to apply at all times to the work which this Contract refers. The contractor must allow whatever price or costs he may consider necessary to provide for the carrying out and due observance of the aforesaid Conditions of Contract.

C2.2 PRICING SCHEDULE

DOT REGIONAL OFFICE MECHANICAL PARKING BAYS - ERADICATION OF ASBESTOS ROOFING

Item	Description	Unit	Qty	Rate	Amount
	<u>GENERAL REQUIREMENTS</u> Notes to Contractor: Contractor's to provide all necessary labour, materials, equipment and safety equipment to attend to the service as required. Taken down material to be taken by the contractor and clear the site and leave site clean. None of old materials is to be used for new work except when specifically described as being set aside for re-use. Tenderers are advised to visit the site prior tendering and satisfy themselves as to the nature and extent of the work to be done, also to examine the condition of all existing buildings as no claims will be entertained on the grounds of ignorance of the conditions under which work was to be executed. The contractor will be held solely responsible for any injury to persons, damage to property and for the safety of the structure throughout the duration of the contract and must make good at his own expense any damage that may occur. Any existing work damaged or disturbed throughout alterations etc. shall be made good with all necessary new material to match existing and left complete and perfect in every respect to the satisfaction of the representative/client. <u>NB: CONTRACTOR MUST OBEY AND STICK TO THE EPWP REQUIREMENTS WHICH ARE UNDER MENTIONED</u> <u>EPWP Required documents and phases of submission</u> <u>Documents required for the project registration:</u> Business plan:- To be submitted upon approval of submission. Proof of COIDA & UIF Registration by the contractor: To be submitted on award stage. Contractor certified copies of I.D & Beneficiary's ID Photos: To be submitted as soon the beneficiaries are employed.				

C2.2 PRICING SCHEDULE

DOT REGIONAL OFFICE MECHANICAL PARKING BAYS - ERADICATION OF ASBESTOS ROOFING

Item	Description	Unit	Qty	Rate	Amount
	<u>CHECK LIST OF DOCUMENTS TO BE SUBMITTED ON MONTHLY BASIS</u> (1) Beneficiary data collection form. (2) Worker monthly payment upload. (3) Worker monthly training form. (4) Proof of payment in a for of EFT or acknowledgement of payment. (5) Attendance registers. (6) Pay slip. <u>BILL No. 1</u> <u>PROVISIONAL SUMS</u> 1 EPWP requirements. <u>PPE</u> 2 Contractor to allow for the Provision of Personal, Protective Equipment (PPE) to all employees to the contractor on site. <u>PRELIMINARIES</u> <u>SITE MANAGEMENT AND SAFETY</u> <u>Occupational Health and Safety: Temporal barriers and enclosures (hoarding):</u> 3 Contractor to allow for supplying 1000mm Orange/Red Heavy Duty barricade Mesh to zone off the working area by attaching it to 12 mmø round steel bars with cable ties, hammered down through surface ground in 3 m c/c. 4 Supply and hammer down 300mm into ground surface in 3m c/c, in equal height of 1000mm to receive Barricade Mesh as above.				
		Item	1		
		Item	1		
		m	64		
		m	64		

C2.2 PRICING SCHEDULE

DOT REGIONAL OFFICE MECHANICAL PARKING BAYS - ERADICATION OF ASBESTOS ROOFING

Item	Description	Unit	Qty	Rate	Amount
	<u>Occupational Health and Safety:</u>				
5	Contractor to allow for Provision of safety as per OHS regulations.	Item	1		
	<u>WATER FOR THE WORKS</u>				
6	The contractor shall provide all water that is necessary for the completion of the Works at his/her own expense and shall not use any water from the institution or provincial building for the duration of the contract. The contractor will make his/her own arrangements to provide water tanks, containers, drums, water carts, etc. as deemed necessary to satisfactorily complete the scope of work. Note: The water must be clean and suitable for building works. The Contractor shall give all notices and pay all fees in connection with temporary electrical connections and pay for all current consumed.	Item	1		
	<u>ELECTRICAL LIGHTING AND POWER:</u>				
7	The contractor shall provide any artificial lighting which may be necessary or required for the proper execution of any portion of the works and provide electric power for any purpose required in connection with the works, including for all electric light and power required by all sub-contractors and nominated sub-contractors.	Item	1		
	<u>Tower Scaffolding:</u>				
8	Interlinking frame tower scaffolding , including boarding, not exceeding 3m high from bearing level.	No	1		
	<u>LIGHTNING PROTECTION</u>				
9	Allow for installation of Lightning Protection.	Item	1		

C2.2 PRICING SCHEDULE

DOT REGIONAL OFFICE MECHANICAL PARKING BAYS - ERADICATION OF ASBESTOS ROOFING

Item	Description	Unit	Qty	Rate	Amount
	<u>BILL No.2</u> <u>ALTERATIONS</u> <u>REMOVAL OF EXISTING ASBESTOS ROOF COVERINGS</u> <u>TAKING DOWN AND DISPOSAL OF ASBESTOS ROOF</u> <u>Taking down and removing pitched roof not exceeding 50° complete with ridge and hip cappings, fittings, flashings, etc:</u>				
10	Contractor is to hire a licenced asbestos removal contractor for professional removal of corrugated asbestos roof sheeting, ridge and hip cappings, gable and verge flashings and timber purlins. Allow for disposal of asbestos in strict accordance with health and occupational safety regulations and a specialist firm must be contracted to dispose of the material. <u>BILL No.3</u> <u>ROOF COVER</u> <u>0.47mm Chromadek IBR Profile-SAF 686 or any other equivalent approved, consealed fixing roof sheeting material with accessories:</u>	m ²	486		
11	Roof cover.	m ²	486		

C2.2 PRICING SCHEDULE

DOT REGIONAL OFFICE MECHANICAL PARKING BAYS - ERADICATION OF ASBESTOS ROOFING

Item	Description	Unit	Qty	Rate	Amount
	<u>BILL No.4</u>				
	<u>PLUMBING AND DRAINAGE</u>				
	<u>RAINWATER DISPOSAL</u>				
	<u>0.7mm Baked enamel on aluminium gutter system in continous lengths including brackets,etc:</u>				
12	100 x 125mm Ogee eaves gutter.	m	60		
13	Extra over 100 x 125mm ogee eaves gutter for stop end.	No.	12		
14	Extra over 100 x 125mm ogee eaves gutter for outlet for 76 x 64mm pipe.	No.	12		
	<u>0.7mm Baked enamel aluminium downpipe including holderbats:</u>				
15	100 x 75mm Rainwater pipe.	m	72		
16	Extra over 76 x 64mm rainwater pipe for bend.	No.	12		
17	Extra over 76 x 64mm rainwater pipe for shoe.	No.	12		
	<u>SUB-TOTAL</u>				
	<u>ADD 15% V.A.T</u>				
	<u>GRAND TOTAL</u>				

PART C3.1: SCOPE OF WORKS			
Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE-MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

C3.1 - SCOPE OF WORKS

1. DESCRIPTION OF THE WORKS

Eradication of Absestos Roofing

2. EXTENT OF THE WORKS

Eradication of Absestos Roofing

3. LOCATION OF THE WORKS

Department of Transport-Ladysmith Regional Office-Mechanical Parking Bays

4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer

The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

8. DAILY RECORDS

Add the requirements for daily records of resources (people and equipment employed), or site diaries in respect of work performed on the site, and where such documents are to be kept.

9. PAYMENT CERTIFICATES

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer. Contractor's must ensure that they submit their Tax Invoice with their claim for timeous payment.

10. PERMITS

State requirements for Contractor's staff to have security \ entrance permits and the like.

11. PROOF OF COMPLIANCE WITH THE LAW

State specific documents / methods by which compliance with any legislation is to be verified, as necessary.

PART C4.1: SITE INFORMATION

Project title:	DEPARTMENT OF TRANSPORT: LADYSMITH REGIONAL OFFICE- MECHANICAL PARKING BAYS-ERADICATION OF ASBESTOS ROOF		
Quotation no:	ZNQ 25/26/36/S	Project Code:	0

C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

GENERAL

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.

- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.

C4.2 - Geotechnical Investigation Report

Refer to Geotechnical Investigation Report attached to this document for any reference to the subsoil conditions.