



BID DOCUMENT

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION

BID NO. NC/DE/001/2023-2024
CIDB GRADING: 4 GB OR HIGHER

BID SUBMITTED BY:

Name of Company:

Contact Name:

Contact No.

Address:

Bid Amount (VAT Excluded) (Ensure correct calculations)	Bid amount (VAT Included) (Ensure correct calculations)

Issued by:
Northern Cape Department of Education
IK Nkoane Education House
156 Barkly Road
Homestead
Kimberley 8301

Contact persons on Bid process:
Name: Ms Poppie Choche or Mr Pogisho Dladla
Telephone: 053 839 6571
E-mail: poppiechoche@ncdoe.gov.za or horatiusdladla@ncdoe.gov.za

Contact person for technical specification:
Name: Mr Donovan van Wyk
Telephone: 066 419 7888
E-mail: donovanvanwyk@ncdoe.gov.za



T1.1 Bid Notice and Invitation to Bid

CIDB GRADING - 4 GB OR ABOVE APPLICABLE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
DEPARTMENT OF EDUCATION NORTHERN CAPE PROVINCE

BID NUMBER: NC/DE/001/2023-2024

CLOSING DATE: 01 MARCH 2024

CLOSING TIME: 11h00

VALIDITY PERIOD: 120 DAYS

DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION

The successful bidder will be required to sign a contract with the Department

BID DOCUMENTS MAY BE POSTED TO:

The Head of Supply Chain Management
Northern Cape Department of Education
IK Nkoane Education House
156 Barkly Road
SCM Block A
Homestead
Kimberley 8301

OR

Deposited in the bid box situated at the main entrance by the security office (IK Nkoane Education House), Corner of St Pauls and Barkly Road

The address, bid number and closing date must appear on the front of the envelope. (One bid document per envelope). The name and address of the bidder must, however, appear on the back of envelope.

Bidders should ensure that bids are delivered to the correct address. Late bids will not be accepted.

The bid box is generally open between 07:30 and 16:00, 5 days a week, Monday to Friday. The bid box will be closed on the closing time of bid.

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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC), STANDARD CONDITIONS OF CONTRACT AND, OR, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. BY SIGNING THE SBD 1 THE BIDDER ACCEPTS THESE CONDITIONS.

Yours faithfully

A handwritten signature in black ink.

MR S.B. SEKHOACHA
CHIEF FINANCIAL OFFICER



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION

BID NUMBER: NC/DE/001/2023-2024 CLOSING DATE: 01 MARCH 2024 CLOSING TIME: 11:00

DESCRIPTION APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATIONS

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

IK NKOANE EDUCATION HOUSE, C/O BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE SECURITY OFFICE.

FOR BID DOCUMENTS WHICH ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1ST FLOOR, ROOM 41

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MS P. CHOCHÉ / MR P. DLADLA	CONTACT PERSON	MR DONOVAN VAN WYK
TELEPHONE NUMBER	053 839 6571	TELEPHONE NUMBER	066 419 7888
FACSIMILE NUMBER	053 839 6576	FACSIMILE NUMBER	053 839 6576
E-MAIL ADDRESS	poppiechoche@ncdoe.gov.za horatiusdladla@ncdoe.gov.za	/	donovanvanwyk@ncdoe.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: NO BID WILL BE AWARDED TO THE BIDDER WHOSE TAX MATTERS ARE NOT COMPLIANT

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

TABLE C: BID VALUE RANGE (TABLE 8 OF THE REGULATIONS)

A registered contractor's grading designation (indicated in the first column, below), means that the contractor is considered capable of undertaking a contract in the range of Bid values indicated in the third and fourth columns- in the contractor's registered class of construction works.

CONTRACTOR GRADING DESIGNATION	BID VALUE RANGE DESIGNATION	RANGE OF BID VALUES		TICK RELEVANT GRADING DESIGNATION
		GREATER THAN	LESS THAN OR EQUAL TO	
1 (Class of construction works)	1	R 0	R 500 000.00	
2 (Class of construction works)	2	R 500 000.00	R 1 000 000.00	
3 (Class of construction works)	3	R 1 000 000.00	R 3 000 000.00	
4 (Class of construction works)	4	R 3 000 000.00	R 6 000 000.00	
5 (Class of construction works)	5	R 6 000 000.00	R 10 000 000.00	
6 (Class of construction works)	6	R 10 000 000.00	R 20 000 000.00	
7 (Class of construction works)	7	R 20 000 000.00	R 60 000 000.00	
8 (Class of construction works)	8	R 60 000 000.00	R 200 000 000.00	
9 (Class of construction works)	9	R 200 000 000.00	No Limit	

.....
SIGNATURE OF BIDDER

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED
(Proof of authority must be submitted)

.....
DATE



STANDARD BID CONDITIONS FOR SBD FORMS CONSTRUCTION DEPARTMENT OF EDUCATION

A. NOTES TO BIDDERS

- (i) The CIDB grading required for the principal contractor is **4 GB or higher**.
- (ii) The contract will be for a period of **four (4) months**.
- (iii) The responsibility to subcontract with competent and capable subcontractors rests with the main contractor.
- (iv) The contract will be concluded between the Department and main contractor, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.
- (v) Main contractors are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- (vi) The Department reserves the right to negotiate prices with the preferred bidders if prices offered are above market prices factoring the premium to be paid in terms of the 80/20 preference point system and the findings of an objective market analysis conducted.

B. QUALIFICATION OF BID DOCUMENT

Bid documents can be **downloaded** from the National Treasury eTender Publication Portal and Northern Cape Department of Education (NCDoE) at the following addresses:

<http://www.etenders.gov.za>

(Click then on *Opportunities* and choose *Advertised Tenders*)

And

ncdoe.ncpg.gov.za

Or

Bid documents can be **collected** at:

IK Nkoane Education House
 156 Barkly Road
 Homestead
 Kimberley
 SCM Block A, 1st Floor

C. STANDARD BID DOCUMENTATION FORMS (SBD) TO BE COMPLETED AND SIGNED AND DOCUMENTS THAT NEED TO BE ATTACHED/COMPLETED:

1. SBD 1:

The **SBD 1** bid invitation form must be completed and signed originally in pen ink. **This form must be fully completed.**

2. TAX COMPLIANCE

2.1 No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.

2.2 Each party to a Consortium/Joint Venture must be tax compliant.

2.3 The Trading name or Legal name reflected on the Central Supplier Database report must correspond with the name indicated on the **SBD 1 and the other bid documentation.**

3 PRICES SBD 3.1/ Bill of quantities



3.1 Prices will be firm for the full duration of the period. Only annual adjustments will be allowed. Please ensure that you indicate on the **SBD 3.1** form if your price is firm. If you did not indicate your price will be seen as firm for the duration of the bid. No variation will be acceptable after the bid has been awarded.

3.2 Bid prices **must** be all inclusive and no additional and hidden cost will be paid for e.g. delivery, VAT, etc.

3.3 Grand total of bid price **must** be indicated on the relevant **SBD 3.1** form.

3.4 The bill of quantities **must** be completed in original pen ink.

3.5 Grand total price indicated on the SBD 3.1 form must correspond with the total price indicated on the Bill of Quantities.

3.6 **Please ensure correct calculations.**

4. **SBD 4:**

The Bidder's Disclosure form (**SBD 4**) must be originally completed in pen ink at all times and **signed by the bidder**. The service providers must declare any relationship with any person employed by the Department as contemplated in the National Treasury PFMA Instruction Note no 3 of 2021/2022 (Enhancing compliance, transparency and accountability in SCM). Failure by the service provider to declare relationships and connections as stipulated in paragraph 2 and 3 in the SBD 4 form will result in an immediate disqualification of the bid.

5. **FORMS TO CLAIM POINTS FOR SPECIFIC GOALS (SBD 6.1 FORM)**

5.1 Where points are claimed for specific goals in the SBD 6.1 form, it must be completed in **full** and signed by the **bidder** and **both witnesses**.

5.2 **CLAIMING OF POINTS**

Failure to complete the SBD 6.1 form AND submit any FICA allowed proof of address will be interpreted to mean that preference points for specific goals are not claimed and therefore no points will be allocated to the company.

A trust, consortium or joint venture, will qualify for points for specific goals as a legal or unincorporated entity, provided that the entity submits any FICA allowed proof of address for specific goals.

NO POINTS will be allocated if correction fluid (Tippex) is used in the preference points (SBD 6.1) form.

6. **SCHEDULE OF PROPOSED SUBCONTRACTORS**

If the main contractor of the project appoints a subcontractor(s) it is required that the two parties agree on the following:

- Contract agreement
- Appointment letter (Indicating % and value of the project)
- Proof of final payment
- Completion Certificate (Indicating the quality of Work)

7. **COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

Bidders are required to satisfy the NCDoE as to their ability and available resources to comply with the OHSA (Act 85 of 1993) by answering the OHSA questionnaire in the bid document and providing the relevant information required. **FAILURE TO COMPLETE AND SIGN THE OHSA QUESTIONNAIRE WILL INVALIDATE YOUR BID.**

D. **CORRECTION TO SBD FORMS**

CORRECTION FLUID AND CORRECTIONS TO SBD FORMS

Correction fluid (Tippex for example) must not be used in bid documents in order to correct mistakes. **Use of correction fluid (tippex) is not allowed in the bid document where:**



Prices on the SBD3.1/Pricing Schedules/Bill of Quantities.

NO POINTS will be allocated if correction fluid (Tippex) is used on the preference points (SBD 6.1) form.

On the Bidder's Disclosure form (SBD 4) is not acceptable and will invalidate your bid.

Where a bidder wishes to correct a mistake, a single line must be drawn through it and the bidder must place his/her signature and date next to the correction, so that the original entry is still visible and legible. **Failure to rectify the mistake/s in this manner will invalidate the bid or the relevant item, or the relevant clause.**

10. ORIGINAL BID FORMS

10.1 The bid forms should **not be retyped or redrafted**.

10.2 Only the bid documents issued by the Department of Education Northern Cape or downloaded from eTender Portal and Departmental website must be used.

10.3 Bid documents must be completed in originally pen ink.

10.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing, duplicated or misprinted.

No liability shall be accepted in regard to claims arising from the fact that pages are missing, duplicated or misprinted.

E. REQUIREMENT OF SUBMITTING DOCUMENTS

11. SUBMITTING OF BID DOCUMENTATION

11.1 The bid must be submitted in a sealed envelope to Northern Cape Department of Education.

The bid number and closing date must be clearly indicated on the sealed envelope.

Any enquiries regarding the bidding procedure may be directed to:

Contact Person: Ms Poppie Choche or Mr Pogisho Dladla

Tel: 053 839 6571

Email: poppiechoche@ncdoe.gov.za or horatiusdladla@ncdoe.gov.za

11.2 Companies must ensure that their bid documentation is thoroughly bound. The Department can not be held responsible for missing pages if your document is not bound.

F. BRIEFING SESSION REQUIREMENTS

12. BRIEFING SESSION MEETING

12.1 A briefing session meeting will be held.

12.2 DETAILS

DATE: 12 FEBRUARY 2024

TIME: 10H00

VENUE: PARKING AREA, FRANCES BAARD DISTRICT OFFICE, HADISON PARK

G. EVALUATION CRITERIA

13.1 Evaluation using preferential preference point system

The bid will be evaluated using a 80/20 preference point system as follows:

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



Where Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of the lowest acceptable bid

In terms of Regulation 4 (2) of the Preferential Procurement Regulations 2022, preference points must be awarded to a bidder for attaining the specific goals in accordance with the table below:

Specific Goals	Number of points (80/20 system)
The promotion of enterprises located in the Northern Cape Province for work to be done in the Province	10
The promotion of enterprises located in the Frances Baard District for work to be done in the District	10

H. GENERAL INFORMATION

14. PAYMENT TO SUPPLIERS

Payments will be handled as prescribed by the PFMA and will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect.

15. LEGISLATION / LAWS

Bidders must comply with the provisions of Labour Legislation as well as any other relevant legislation or legal requirement.

16. VALIDITY PERIOD OF BID

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents and is calculated from the closing time on the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or public holiday, the bid is to remain valid and binding until the close of business on the following working day.

17. QUANTITIES

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any damages the contractor might suffer for not ordering specific quantities. Where quantities are specified, "as required" the quantities will be ordered as and when needed.

18. SPECIFICATION – BIDDERS RESPONSE

Where a specification provides for the bidders response to the different points of specification, the form must be properly completed. **Where items deviate from the requirement, the deviation must be indicated.**

19. QUALIFICATIONS OF BIDDERS

19.1 The Accounting Officer does not bind himself/herself to accept either the offer scoring the highest points or any bid and reserves the right to accept or cancel the bid which he/she deems to be in the best interest of the Department even if



it implies a waiver by the Accounting Officer of certain bid requirements which the Accounting Officer considers to be of minor importance and not complied with by a bidder.

- 19.2 The department will ignore any bid from a bidder whose name appears on the national list of restricted bidders/suppliers/persons.
- 19.3 The department may terminate the contract in whole or in part if the supplier and/or representatives of the department, in the judgment of the department, committed or have engaged in corrupt or fraudulent practices during the bidding process or the execution of that contract that benefited that supplier or representatives.
- 19.4 The Department reserves the right to allocate a bid to different service providers to ensure the empowering of as many companies as possible.

20. COMPLIANCE TO CONTRACT

- 20.1 The Department may monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.
- 20.2 Where services are rendered, which involves minimum wages for employees in terms of the Sectoral wage determination, the Department reserves the right to request copies of pay slips of employees during the period of the contract.

21. JOB CREATION

- 21.1 The bid aims to meet the needs of the Department, while also contributing to, amongst other, economic development and job creation. Please complete the following questions:
 - 21.1.1 Indicate how many additional permanent staff members will be employed as a result of winning the bid: _____
 - 21.1.2 Indicate how many temporary staff members will be employed as a result of winning the bid: _____
 - 21.1.3 Indicate whether the service of Northern Cape Citizens will be utilized:

YES NO [TICK APPLICABLE BOX)

- 21.2 Please submit a **PROJECT PLAN** setting out detail regarding jobs to be created.

22. CENTRAL SUPPLIER DATABASE

Please note that the appointed company should be registered on the Central Supplier Database.

23. FINANCIAL SCHEDULES

The financial schedule/Bill of quantities and annexure(s) where applicable, must be fully completed and submitted with the bid.

24. MAXIMUM DELIVERY PERIOD

As indicated in SBD 3.1.

25. PENALTIES

If detected that a preference had been obtained on a fraudulent basis or any specified goals are not attained in the performance of the contract, an organ of state may:

- Recover all costs, losses or damages resulting from the above-mentioned contract.
- Cancel the contract and claim damages.
- Impose a financial penalty, more severe than the theoretical financial preference associated with the claim which was made.
- Restrict the contractor, its shareholders and directors from obtaining business from any organ of state for a period not exceeding 10 years.

26. SUCCESSFUL BIDDERS

- The successful bidder/s will be obliged to sign a contract with the Department.
- Companies that are awarded bids must ensure that the income tax number and VAT number (where applicable) are indicated on the Invoice.

27. DECLARATIONS

A bidder must declare that:

- Information provided is true and correct.
- The signatory to the bid document is duly authorized.
- Documentary proof regarding any bid issue will, when required, be submitted to the satisfaction of the State.

28. THE BIDDER MUST COMPLETE THE FOLLOWING:

This is to certify that the above conditions have been read and the bidder undertakes to comply herewith for the full duration of the contract/bid. It is further accepted that any deviation from the bid conditions, requirements and specifications may result in the termination of contract prior to expiry.

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel of company: ().....

Fax of company: ().....



TENDER DATA



Tender Data

The **conditions of Bid** are the **Standard Conditions of Bid** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The **Standard Conditions of Bid** make several references to the **Bid Data** for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the **Standard Conditions of Bid**.

Each item of data given below is cross-referenced to the clause in the **Standard Conditions of Bid** to which it mainly applies.

Clause Number	Bid Data
F.1.1	<p>The employer is Northern Cape Department of Education</p> <p>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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.</p> <p>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. Tenderers 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 at the start of any deliberations relating to 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.</p> <p>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.</p> <p>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.</p>
Action	



	The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
F.1.2	The Bid Documents issued by Northern Cape Department of Education
TENDER DOCUMENTS	The required documents issued by the employer for the purpose of a tender offer are included in this document
F.1.3	The tenderer is responsible for disseminating the content of the document and applying comprehending it to the best of his/her ability.
INTERPRETATION	<p>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.</p> <p>These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.</p> <p>For the purposes of these conditions of tender, the following definitions apply:</p> <ul style="list-style-type: none"> a) conflict of interest means any situation in which: <ul style="list-style-type: none"> 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 organisation 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 organisation which employs that employee. b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis 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; and 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 e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.
F.1.4	The employer's agent is



	<p>Name: Mr Donovan van Wyk Designation : Works Inspector Email: donovanvanwyk@ncdoe.gov.za Tel: 066 419 7888</p>
COMMUNICATION	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 readily read, copied and recorded. Communications 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.
F.1.5	The right to reject or accept offer lies strictly with the Client
ACTION	<p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.</p> <p>The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.</p>
F.2.1	
ELIGIBILITY	<p>Only those Bidders who satisfy the following eligibility criteria will be considered for the next phase of evaluation:</p> <ol style="list-style-type: none"> The Bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; The Bidder has not: <ol style="list-style-type: none"> abused the NORTHERN CAPE DEPARTMENT OF EDUCATION's Supply Chain Management System; or any other Governmental Procurement System. failed to perform on any previous contract and has been given a written notice to this effect 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 the contract in the best interests of the employer or potentially



	<p>compromise the Bid process and persons in the employ of the state are permitted to submit Bids or participate in the contract;</p> <p>d. The employer is reasonably satisfied that the Bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>e. The employer is satisfied that the Bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector.</p> <p>f. Subsequently that the Bidder does not appear on the CIDB list of restricted Bidders.</p> <p>g. The bidder has attained the quality threshold stated in F.3.9.</p> <p>h. Non-compliance to any of the eligibility criteria shall render the bid non-responsive and shall be eliminated from the evaluation process. The Bidder is required to provide proof of eligibility as part of Returnable Schedules.</p>
F.2.2	<p>Cost of tendering</p> <p>Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
F.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
F.2.5	<p>Reference documents</p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
F.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Clarification meeting</p> <p>Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.</p>

F.2.8	<p>Pricing the tender offer</p> <p>F.2.8.1 Include in the rates.</p> <p>F.2.8.2 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.</p>
F.2.9	<p>Alterations to documents</p> <p>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 alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.10	<p>Alternative Bid offers will not be considered</p> <p>F.2.10.1 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 compares the requirements of the tender documents with the alternative requirements that are proposed.</p> <p>F.2.10.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.</p>
F.2.11	<p>Submitting a tender offer</p> <p>F.2.11.1 Submit one tender offer only, either as a 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.</p> <p>F.2.11.2 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.</p> <p>F.2.11.3 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.</p> <p>F.2.11.4 Sign 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.</p>



	<p>F.2.11.5 Each tender document 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.</p> <p>F.2.11.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope 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.</p> <p>F.2.11.7 Seal the tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.</p> <p>F.2.11.8 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.</p> <p>F.2.11.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.</p>
F.2.12	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
F.2.13	<p>Closing time</p> <p>F.2.13.1 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. Proof of posting shall not be accepted as proof of delivery.</p> <p>F.2.13.2 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</p>
F.2.14	<p>Tender offer validity</p> <p>F.2.14.1 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.</p> <p>F.2.14.2 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.</p>



	<p>F.2.14.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.</p>
TENDER VALIDITY	<p>All Bids shall remain valid for a period of hundred and twenty (120) days after the time and date set for the opening of Bids, or until the Bidder is relieved of this obligation by NORTHERN CAPE DEPARTMENT OF EDUCATION, in writing at an earlier date. However, the Bidder may be requested in writing not later than fourteen (14) days before this validity period lapse, to extend the validity of this Bid for a specific period. The written approval of the Bidder must then be received before the lapsing of the original validity period, in order to remain valid.</p> <p>Should a Bidder –</p> <ul style="list-style-type: none"> • Withdraw his/her Bid during the period of its validity or • Give notice of his inability to execute the contract or fail to execute the contract <p>Provided always that NORTHERN CAPE DEPARTMENT OF EDUCATION may exempt a Bidder from the provisions hereof if it is of the opinion that the circumstances justify such exemption.</p>
F.2.15	<p>Clarification of tender offer after submission</p> <p>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.</p> <p>Note: Sub-clause F.2.15 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.</p>
F.2.16	<p>Provide other material</p> <p>F.2.16.1 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), referencing 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 employer's request, the employer may regard the tender offer as non-responsive.</p> <p>F.2.16.2 Dispose of samples of materials provided for evaluation by the employer, where required</p>
F.2.17	The employer reserves the right to carry further analysis and complete the due diligence of the Bidder

	<p>Inspections, tests and analysis Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
F.2.18	<p>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.</p>
F.3	<p>The Employer undertakes to commit to the following</p>
F.3.1	<p>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 tender submission to obtain a forwarding address), to the tenderer concerned.</p>
F.3.2	<p>Bids will be opened immediately after the closing time at: Northern Cape Department of Education Office, 156 Barkly Road, Kimberly, 8301.</p> <p>Opening of tender submissions</p> <p>F.3.2.1 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.</p> <p>F.3.2.2 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/her prices.</p> <p>F.3.2.3 Make available the record outlined in F.3.2.2. All tender received will be published with 10 working days on the department website.</p>
F.3.3	<p>Two-envelope system</p> <p>F.3.3.1 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.</p> <p>F.3.3.2 Evaluate the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return</p>



	unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
F.3.4	<p>Non-disclosure</p> <p>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.</p>
F.3.5	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
F.3.6	<p>Test for responsiveness</p> <p>F.3.6.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> 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. <p>F.3.6.2 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:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
F.3.7	<p>Arithmetical errors, omissions and discrepancies</p> <p>F.3.7.1 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.</p> <p>F.3.7.2 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.3.9 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate;

	<p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <ul style="list-style-type: none"> i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii) the summation of the prices. <p>F.3.7.3 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.</p> <p>F.3.7.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> 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.
F.3.8	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F.3.9	<p>This bid shall be evaluated using 90/10 system as stipulated in the Preferential Procurement Policy Framework Regulations 2022</p> <p>Evaluation of tender offers</p> <p>F.3.9.1 General</p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p> <p>F.3.9.2 Method 1: Financial offer</p> <p>In the case of a financial offer:</p> <ul style="list-style-type: none"> a) Rank tender offers from the most favourable to the least favourable comparative offer. b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.9.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.9.7 and F.3.9.8.
- Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.9.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.9.8.

- Rank tender offers from the highest number of tender evaluation points to the lowest.
- Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.9.4 Decimal places

Score financial offers, preferences, as relevant, to two decimal places.

F.3.9.5 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.



F.3.10	<p>Insurance provided by the employer</p> <p>If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.</p>
F.3.11	<p>Acceptance of tender offer</p> <p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, c) has the legal capacity to enter into the contract, d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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. <p>Furthermore Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> a. the Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (National Treasury Restricted Bidders List) and b. The bidder does not appear in the CIDB list of Restricted Bidders c. the Bidder has not: <ul style="list-style-type: none"> i) abused the NORTHERN CAPE DEPARTMENT OF EDUCATION's Supply Chain Management System or any other Governmental Procurement System. ii) Failed to perform on any previous contract and has been given a written notice to this effect. d. It is considered that the performance of the services will not be compromised through any conflict of interest...
F.3.12	<p>Prepare contract documents</p>



	<p>F.3.12.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> 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. <p>F.3.12.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.13	<p>Complete adjudicator's contract Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.</p>
F.3.14	<p>Notice to unsuccessful tenderers</p> <p>F.3.14.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.</p> <p>F.3.14.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.</p>
F.3.15	<p>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.</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
F.3.16	<p>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, but withhold information 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.</p>



List of Returnable Documents

The Bidder must complete the following returnable schedules as relevant. The Bidder should indicate if the schedule is attached and where in their Bid response it is for ease of reference.

Failure to fully complete or not return required documents shall render the bid non-responsive and shall be eliminated from the evaluation process.

Item	Returnable documents	Attached / Not attached	Bidders reference
1	Bid Sign Off		
2	CSD Report		
3	Compulsory Enterprise Questionnaire		
4	Certificate of Authority of an entity		
5	Authority of Signature		
6	CIDB Certificate		
7	Bid Declaration Forms <ul style="list-style-type: none"> • Price Quotation Form • SBD 3.1 (Firm pricing) • SBD 4 • SBD 6.1 		
8	Declaration of Bidder Litigation History		
9	Company Registration certificate		
10	Record of Addenda to Bid documents		
11	Record of Infrastructure Services Provided to Organs of State		
12	Letter of Good Standing (COIDA)		
13	Programme Schedule		



14	Plan and Equipment		
15	SHEQ Plan		

- *Documents must be certified copies. Copies of certified copies will not be accepted*
- *Kindly index your Bid Response to ensure information is easily accessed. This saves time and ensures that evaluation is completed on time and within the stipulated validity periods.*

Returnable Schedules

For the purpose of evaluating Bids and other schedules which upon acceptance become part of the subsequent contract the Bidder is required to complete the following schedules:

1. Bid Sign-off
2. CSD Report
3. Compulsory Enterprise Questionnaire
4. Certificate of Authority of an Entity
5. Authority of Signature
6. CIDB Certificate
7. Standard Bidding Documents (SBDs)
8. Declaration of Bidders Litigation History
9. Company Registration Certificate or any legal proof of registration
10. Record of Addenda to Bid Documents
11. Record of Infrastructure Services Provided to Organs of State
12. Letter of Good Standing (COIDA)
13. Programme Schedule
14. Plant and Equipment
14. SHEQ Plan



1. Bid Sign-off

All Bidders must furnish the following particulars and include them in their submission (Failure to do so will result in your proposal being disqualified)

Entity name:

Registration number:

Tax registration number:

VAT registration number

Postal address:

.....

Street address:

.....

Telephone number: Code: Number:

Cellular number:

Facsimile number: Code: Number:

E-mail address:

Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this BID

Name and Surname:

Telephone number: Code: Number:

Cellular number

Facsimile number: Code: Number:

E-mail address:

Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname:

Telephone number: Code: Number:

Cellular number:

Facsimile number: Code: Number:

E-mail address:

Declaration

I/We have examined the information provided in your BID and offer to undertake the work prescribed in accordance with the requirements as set out in the BID document. The prices quoted in our proposal are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of Bidder: _____

Date: _____

Are you duly authorised to commit the Bidder: YES / NO

Capacity under which this proposal is signed _____

Failure on the part of the Bidder to sign this form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, will invalidate the proposal.



2. CSD Report

No tender may be awarded to any tenderer whose tax matters have not been declared by the SARS to be in order.

3. Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number
.....
Close corporation number
.....
Tax reference number
.....

Section 6: Record in the service of the state

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

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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



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

*insert separate page if necessary

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

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

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



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

*insert separate page if necessary

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

- i) authorizes the NORTHERN CAPE DEPARTMENT OF EDUCATION to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) 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 Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) 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



4. Certificate of Authority of an Entity

Indicate the status of the Bidder by ticking the appropriate box hereunder. The bidder must complete the certificate set out below for the relevant category.

(i) Company	(ii) Close Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for Company

I.....Chairperson of the Board of Directors of.....
hereby confirm by resolution of the Board (copy attached) taken on.....
 2024 that Mr / Mrs/ Ms acting in the
 capacity of was authorised to sign all documents
 relating to this Bid and any contracting resulting from it on behalf of the Company.

Signature of Chairperson:

Signature of Signatory:

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....



(ii) Certificate for Close Corporations

We the undersigned, being key partners in the business trading as

..... hereby authorise

Mr / Mrs / Ms. acting in the capacity of

To sign all documents relating to this Bid and any contracting resulting from it on our behalf.

Signature of Signatory:

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Name	Address	Signature	Date

Note: this certification is to be completed and signed by all of the key members upon who rests the direction of the affairs of the Close Corporation as a whole

(iii) Certificate for Partnership

We the undersigned, are submitting this Bid off in Joint Venture and hereby authorise

Mr / Mrs / Ms..... authorised signatory of the company

..... acting in the capacity of lead partner to sign all

documents relating to this Bid and any contracting resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legality authorised signatories of all the partners to the Joint Venture.

Signature of Signatory:

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Name of Firm	Address	Authorising Signature & Capacity	Date
Lead Partner			

Note: this certification is to be completed and signed by all of the key partners upon who rests the direction of the affairs of the Partnership as a whole

(iv) Certificate for Joint Venture

We the undersigned, being key members in the business trading as

..... hereby authorise

Mr / Mrs / Ms..... acting in the capacity of

To sign all documents relating to this Bid and any contracting resulting from it on our behalf.

Signature of Signatory:

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....

Name	Address	Signature	Date

Note: this certification is to be completed and signed by all of the key members upon who rests the direction of the affairs of the Close Corporation as a whole.

(v) Certificate for Sole Proprietor

I hereby

confirm that I am the sole owner of the business trading as

.....

Signature of Sole Owner:

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....



JOINT VENTURE FORM (JOINT VENTURE AGREEMENT MUST BE ATTACHED)

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT	%
.....	%
.....	%
.....	%
.....	%
.....	%

The above-mentioned Joint venture will execute the Contract under the management of (Full Name)

Who is an employee of (Name of Joining Entity)

And in accordance with any further agreements as attached to this document, titled and dated (if applicable). Bank guarantees and retention money (where required) will be provided or paid by (Name of Joining Entity) who will be responsible for the fulfillment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION

FULL NAME (Position)

SIGNATURE

DATE

WITNESSES

1.

2.

5. Authority of Signature

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

Name of Firms held on the
..... That:

FULL NAMES

SIGNATURES

In his/her capacity as Is / are hereby authorised to enter into, sign and execute and complete any documents relating to Bid and or Contracts for the supply of goods and services.

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors / Members/ Partners of the Bidding Enterprise
3. Should the number of Directors / Members / Partners exceed the space available above additional names and signatures must be supplied on a separate page.

6. CIDB REGISTRATION CERTIFICATE

Attached hereto is my/our registration certificate with the Construction Industry Development Board (CIDB). My/our failure to submit the certificate with my/our tender document will lead to the conclusion that my/our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information and registration. Obtain a "Code of Conduct for all parties engaged in construction procurement" for your information.

**PLEASE NOTE THAT THERE WILL BE A BRIEFING SESSION**

DETAILS OF BRIEFING SESSION	
BRIEFING SESSION DATE	12 FEBRUARY 2024
TIME	10H00
BID NUMBER	NC/DE/001/2023-2024
VENUE	PARKING AREA, FRANCES BAARD DISTRICT OFFICE , HADISON PARK



SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: Bid number: **NC/DE/001/2023-2024**

Closing Time: **01 March 2024 @ 11h00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

1. As per specification transfer lump sum from **Bill of quantities** (Please ensure correct calculations)

BID NUMBER	DESCRIPTION
NC/DE/001/2023-2024	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION

GRAND TOTAL AMOUNT:

R _____

(Amount must correspond with final amount of Bill of Quantities)

| Does offer comply with specification? ***YES/NO** (*Make an x on your answer*)

If not to specification, indicate deviation(s)
.....

| Is price Firm for contract period ***YES/NO** (*Make an x on your answer*)
(Standard Conditions Par.3.1)

Delivery basis (all delivery costs must be included in the bid price)
.....

Duration of project period is four (4) months.

Penalty for late Completions **R800** per calendar day.

Note: No hidden cost will be paid for.


SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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.



I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF
PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY
CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



ATTACH:

**1) CERTIFIED COPY OF COMPANY
REGISTRATION CERTIFICATE
REFLECTING ACTIVE MEMBERS**
(CK1/CK2)/TRUST DEED/PTY LTD MEMORANDUM OF INCORPORATION/
CERTIFICATE OF INCORPORATION/ PARTNERSHIP AGREEMENT ETC.

**2) ID DOCUMENTS OF
DIRECTORS**


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);

1.2 To be completed by the organ of state

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

1.3 Points for this tender 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 PREFERENCE POINT SYSTEM

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotion of enterprises located in the Northern Cape Province for work to be done in the Province	10	
The promotion of enterprises located in the Frances Baard District for work to be done in the District	10	

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 proprietor
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:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- 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 –
 - 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:



8. Declaration of Bidders Litigation History

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

CERTIFICATION

I, the undersigned (full name).....

Certify that the information furnished in this declaration form true and correct. I accept that in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name:.....

Capacity of authorised agents:

Signature(s) of authorised agents:

Signed at On this day of

Witness (Full name and signatures)

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....

9. Company Registration Certificate (CIPC CHECK)

The Bidder must submit an original or certified copy of the Company registration CERTIFICATE clearly indicating:

The date of registration of the company;

- I. The date the business become operational
- II. The current status of the company and
- III. The active Directors participating in the day to day activities



10. Record of Addenda to Bid Documents

We confirm that the following communications received from the NORTHERN CAPE DEPARTMENT OF EDUCATION before the submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(Attach additional pages if more space is required)

Signed _____ Date _____

Name _____ Position _____

Bidder _____

11. Record of Infrastructure Services Provided to Organs of State

Bidders are required to complete this record.

Include only those contracts where the Bidder identified in the signature block below was directly contracted by organs of state. Bidders must not include services provided in terms of a subcontract agreement.

Where contracts were awarded in the name of a joint venture and the Bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the infrastructure service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the Bid.

Complete the record or attach the required information in the prescribed tabulation.

Part A: All consultancy services commenced or completed to an organ of state in the last five years.

#	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the infrastructure service	Value of contract for service incl VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				

NB. Attach complete list as Addendum

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.



Signed

Date

Name

Position

Bidder



12. CERTIFIED COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL AND INJURIES DISEASE ACT (COIDA) REGISTRATION CERTIFICATE

Attached hereto is my/our certified copy of A LETTER OF good standing with the Compensation for Occupational injuries and Diseases, e.g. letter of good standing. The tenderer's failure to submit the certificate with your tender offer will lead to the conclusion that your company is not registered with COIDA, and therefore, the bid will be disqualified.



13. Bidder to attach Programme Schedule

14. Bidder to attach Plant and Equipment



15. Bidder to attach SHEQ Plan



LABOUR UTILISATION

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications:

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His/her duties encompass any one or more of the following activities:

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his/her portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his/her control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

4. Team Leader

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk.



CONTRACT DATA



CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(Edition 4.1 of March2005)

CONTRACT DATA

APPOINTMENT OF A CONTRACTOR FO THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION

The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.

Copies of these conditions of contract will be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.

CONTRACT VARIABLES

THE SCHEDULE

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

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

42.0

Part 1: Contract Data completed by the Employer:

42.1

CONTRACTING AND OTHER PARTIES



2.1.1 [1.2]	<p>Employer:</p> <p>Government of the Republic of South Africa in its Northern Cape Provincial Government, represented by the Accounting Officer of the Northern Cape Department of Education.</p> <p>Physical address: IK Nkoane Education House 156 Barkly Road Homestead KIMBERLEY 8300</p> <p>Tel: 053 839 6571 Fax: 053 839 6576</p>
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42.1.2 [1.1, 5.1]	<p>Principal Agent:</p>
[1.1]	<p>Representative of the Employer:</p> <p>Departmental - PROJECT MANAGER: Mr. Donovan van Wyk</p> <p>Physical address:</p> <p>IK Nkoane Education House 156 Barkly Road Homestead KIMBERLEY 8300</p> <p>Tel: 066 419 7888 Fax: 053 839 6576 Email: donovanvanwyk@ncdoe.gov.za</p>
42.2	<p>CONTRACT DETAILS</p>
42.2.1 [1.1]	<p>Works description: Refer to document C3 – Scope of Work.</p>
42.2.2 [1.1]	<p>Site description: Refer to document C4 – Site Information.</p>
42.2.4 [41.0]	<p>Specific options that are applicable to a State organ only Where so :</p>



[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[40.2.2.#]	4) Dispute resolution by litigation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: N/A
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Ten (10) working days .
42.2.7	For the works as a whole: The date for practical completion shall be four (4) Months from the commencement date and the penalty per calendar day shall be R800 .
42.2.8 [24.3.1] [30.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : NOT APPLICABLE Section 1: Section 2: Section 3: Section 4:
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
42.3	INSURANCES
42.3.1 [10.1 #]	<input checked="" type="checkbox"/> Contract works insurance to be effected by the contractor
10.2 # 12.1 #]	<input checked="" type="checkbox"/> To the minimum value of the contract sum plus 10% With a deductible not exceeding 5% of each and every claim Or For the minimum sum of R (.....) With a deductible not exceeding 5% of each and every claim

42.3.2 [10.1#, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1#, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or For the sum of R insert amount (insert amount in words) With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R insert amount (insert amount in words) With a deductible of R insert amount (insert amount in words)

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: <input checked="" type="checkbox"/> Standard System of Measuring Building Work (sixth edition as amended) Or Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or Other SABS 1200 and the latest amendments thereof (Obtainable from the ASAQS offices in Midrand (Tel: 011 315 4140) or MBSA offices in Kimberley (Tel: 053 832 1762)) Specific Project Specification forming part of this document. It will take preference over any contradictory items in the standard SABS/SANS 1200.
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents : No



42.4.6 [31.5.3]	<p>The contract value is to be adjusted using CPAP indices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
[32.13]	<p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated Will 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities <input type="checkbox"/> 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>



42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE –means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD –means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST –the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p> <p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer will recover expense or loss</p> <p>1.6 Any notice given will be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his tender</p> <p>3.7 Add at the end thereof:</p> <p>The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of</p>
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which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

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



	<p>(5) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed</p> <p>(6) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works</p>
10.7	Add the following as 10.7
HIGH RISK INSURANCE	
<p>In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:</p>	
<p>10.7.1 Damage to the works</p> <p>The contractor shall, from the commencement date of the works until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he will deem necessary</p> <p>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs</p>	
<p>10.7.2 Injury to persons or loss of or damage to property</p> <p>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above</p> <p>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract</p>	
<p>10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works, submit to the employer proof of such insurance policy, if requested to do so</p>	
<p>10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever</p>	



	<p>nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages will be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p> <p>14.0 Replace the entire clause 14.0 with the following:</p> <p>14.0 SECURITY</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate(excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty- one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p> <p>14.3 Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.3.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor</p> <p>14.3.3 Within twenty-one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor</p> <p>14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor</p> <p>14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor</p>
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	<p>14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party</p> <p>14.4 Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:</p> <p>14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender</p> <p>14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee</p> <p>14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT)</p> <p>14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion</p> <p>14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or will recover from the payment reduction or will do both</p> <p>14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date</p> <p>14.6.2 Within twenty-one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor</p> <p>14.6.3 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer will issue a written notice in terms of 33.4 or will recover from the payment</p>
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	<p>reduction or will do both</p> <p>14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor</p> <p>14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement</p> <p>14.9 Should the contractor fail to furnish the security in terms of 14.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), where after 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.2 The security selected in terms of 14.0</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p>An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p>"Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of nominated and selected subcontractors"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 or 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and of the materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p>
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31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

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

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

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

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

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

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

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

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

31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."

32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the **contractor**"

32.5.4 and

32.5.7

34.1 Remove #

34.2 Add # next to 34.2

34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the final account in the final **payment certificate**

34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words: "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:



	<ul style="list-style-type: none"> 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract 36.3 Remove reference to "No clause", and replace "principal agent" with "employer" 36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, and the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever" 37.5 38.7 37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) And 38.5.4 39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report" 40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years" 40.6 under clause 41 – Remove reference to no clause 40.7.1 Change "(10)" to "(15)" Add the following to the end thereof: Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor: Postal address: <hr/> <hr/> <hr/> </p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address: <hr/> <hr/> </p>



42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A Alternative B _____ <input type="checkbox"/> <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A Alternative B _____ <input type="checkbox"/> <input type="checkbox"/>

42.5.7 [14]	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the Payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) Cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the Payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>



Fixed Construction Guarantee – JBCC

FIXED CONSTRUCTION GUARANTEE

JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(EDITION 4.1 OF MARCH 2005)

HEAD OF DEPARTMENT

NORTHERN CAPE DEPARTMENT OF EDUCATION
GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

TO: CFO

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACTIN TERMS OF JBCC 2000 (4.1 EDITION MARCH 2005)

1. With reference to the contract between _____
(hereinafter referred to as the "contractor") and the Government of the Republic of South Africa in its

NORTHERN CAPE DEPARTMENT OF EDUCATION (hereinafter referred to as the "employer"), Contract/Tender No:**BID: NC/DE/001/2023-2024: APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION.**

(hereinafter referred to as the "contract") in the amount of R _____,
(_____), (hereinafter referred to as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**guarantor**")
advise that the **guarantor** holds at the **employer's** disposal the sum of R _____,
(_____) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, onreceipt of a written demand from the **employer** to do so, and which demand the **employer** will make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.



4. The amount paid by the **guarantor** in terms of this guarantee will be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and

- (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
- (b) shall lapse on the date of the last **certificate of practical completion**; and
- (c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____
 202_____

AS WITNESS

1. _____

1. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

**(duly authorised thereto by resolution attached
marked Annexure A)**

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.**
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the
guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.**
- C. This GUARANTEE must be returned to: _____**

Variable Construction Guarantee – JBCC

VARIABLE CONSTRUCTION GUARANTEE JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 4.1 OF MARCH 2005)

HEAD OF DEPARTMENT

**NORTHERN CAPE DEPARTMENT OF EDUCATION
GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**

TO: CFO

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF JBCC 2000(4.1 EDITION MARCH 2005)

5. With reference to the contract between _____

(hereinafter referred to as the "contractor") and the
Government of the Republic of South Africa in its **NORTHERN CAPE DEPARTMENT OF EDUCATION**
(hereinafter referred to as the "employer"), Contract/Tender No: **BID: NC/DE/001/2023-2024: APPOINTMENT OF
A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE
REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION.**

(hereinafter referred to as the "contract") in the amount of R _____,
(_____) (hereinafter referred as the **contract sum**),

I / We, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "guarantor")
advise that the **guarantor holds at the employer's disposal the sum of R _____,**
(_____) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of
the contract.

6. I / We advise that the **guarantor's** liability in terms of this guarantee shall be reduced as follows:

- (a) From and including the date on which this guarantee is issued and up to and including the date of payment of the amount in the last final **payment certificate**, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
- (b) From and including the day after the date of the last **certificate of practical completion** and up to and including the date of the last **final completion** certificate, the **guarantor's** liability will be reduced to 3% of the value of the works (excluding VAT);

(c) From and including the day after the date of the last **final completion** certificate and up to and including the date of settlement of the amount in the last final **payment certificate**, the **guarantor's** liability will be reduced to 1% of the value of the works (excluding VAT);

(d) This guarantee shall expire on the date of payment of the amount in the last final payment certificate.

7. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** will make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.

5. The amount paid by the **guarantor** in terms of this guarantee will be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.

6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

7. This undertaking is neither negotiable nor transferable, and

(a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or

(b) shall lapse in accordance with clause 2(d) above; and

(c) shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ **ON THIS** _____ **DAY OF**

202_____

AS WITNESS

3. _____

4. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____

(duly authorised thereto by resolution attached marked

Annexure A)

DATE: _____

- D. No alterations and/or additions of the wording of this form will be accepted.
- E. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- F. This GUARANTEE must be returned to: _____



PRICING INSTRUCTIONS

PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 4.1 OF MARCH 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION
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C2.1 Pricing Instructions

1. BILLS OF QUANTITIES

The pricing strategy adopted for this project is the **bills of quantities** which forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

The Standard System of Measuring Building Work referred to in Clause 41.4.3 of Section 1: Preliminaries (Section A), has reference. Except where stated otherwise or where it is clear from the contents of the measured items, these bills of quantities have been compiled in accordance with the "Standard System of Measuring Building Work" 6th Edition (as amended), issued by the Association of South African Quantity Surveyors. All measurements and payments will be done in accordance with the principles as laid down in the said Standard System of Measuring Building Work.

SABS 1200 is applicable to this contract.

2. GENERAL PREAMBLES

For further amplification of descriptions of materials to be used and methods to be adopted, the contractor is referred to the Specification of Materials and Methods to be used (PW371) as published by the Department of Public Works (second revision, August 2014), the relevant descriptions which shall be deemed to be read and priced in conjunction with the descriptions in the **bills of quantities**. No claims arising from brevity of description of items fully described in the said specification will be entertained.

The document Specification of Materials and Methods to be used (PW371) is obtainable on request from the head office and all regional offices of the Department.

3. ORDERING OF MATERIALS

The Contractor shall place orders timeously for materials or specified articles that are required. Should the **bills of quantities** be used for ordering materials, this shall be entirely at the contractor's risk.

4. IMPORTED MATERIALS AND EQUIPMENT

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

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

5. VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

6. PRIME COST AMOUNTS

Prime cost amounts are a net allowance, excluding VAT, for materials only, and the tenderer should allow for the necessary labour, wastage, profit, etc in pricing these items.

7. EXISTING SERVICES

During construction in the various areas it is anticipated that unknown live services will be exposed and temporary deviations will need to be constructed. The Contractor will be deemed to have made due allowance in his programming and pricing of the Bills of Quantities for possible delays due to the existence of unknown live services and no extension of time claims will be entertained in this regard.

8. SECURITY

The Contractor is to provide for his own site security and is to co-ordinate overall site security with any Selected Sub-Contractors.

9. HIV/AIDS AWARENESS

These Bills of Quantities contain items relating to HIV/AIDS awareness. The items have been included under Clauses C10 of Section 1: Preliminaries (Section C) to enable tenderers to allow for the implementation of prescribed HIV/AIDS awareness specifications for the benefit of all workers under this Contract. Tenderers must take note that compliance with the HIV/AIDS awareness programme is compulsory.

10. ACTS OF PARLIAMENT, ORDINANCES, REGULATIONS AND BY-LAWS AND OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993 – SECTION 37 [2])

Reference made to, or requirements called for in terms of the provisions of any Act of Parliament, Ordinance and the Regulations or By-Laws of any local or other statutory authority shall not in any way limit the Tenderer / Contractor's liability or obligations to familiarise himself with and comply with the provisions of all Acts of Parliament, Ordinances and the Regulations or By-Laws of any local or other statutory authority which will be applicable.

The Tenderer's attention is drawn to the fact that the Occupational Health and Safety Act (Act 85 of 1993 –Section 37[2]) is in force. Copies of the Act as well as the Construction Regulations 2003, issued in terms of the Act, are available from the Government Printing Works, 149 Bosman Street, Pretoria (Private Bag X85, Pretoria, 0001. Tel. 012 – 334 4500)

The Contractor is to provide the appropriate number of Safety Officers required for the execution of the full project and for the duration of the entire contract.

These Bills of Quantities contain items relating to the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act 85 of 1993). Tenderers must price separately all the relevant items under clause C11 of the Preliminaries to enable the Department to ensure that tenderers have made provision for the cost of all health and safety measures during the construction process.

11. CONTRACT PRICE ADJUSTMENT PROVISIONS (ESCALATION)

This Contract will be subject to escalation in terms of the JBCC Contract Price Adjustment Provisions.

12. LOCAL LABOUR

It is strongly recommended that the successful Contractor appoint a community facilitator.

It must be clearly understood that should a community facilitator be appointed, he will remain the full responsibility of the Contractor and no claims will be entertained in this respect.

13. EXPENSES IN PREPARATION OF TENDERS

The Employer will not be responsible for, or pay for, any expenses or losses incurred by the Tenderer during the preparation of his tender.

SCOPE OF WORKS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 4.1 OF MARCH 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION
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C3. Scope of Works

EXTENT OF THE WORKS

Repairs and renovations to the District Office Registry, with associated site works.

Works to include alterations, earthworks, masonry, waterproofing, roofing, carpentry and joinery, ceilings, floor covering, ironmongery, metalwork, plastering, tiling, plumbing and drainage, electrical works (COC required), glazing, paintwork, with associated siteworks, etc.

The aforementioned information serves only as a guide to Tenderers, but if more detailed information is required, the **NORTHERN CAPE DEPARTMENT OF EDUCATION** can be contacted for further information.

ORDER OF THE WORKS

The work shall be done in one phase. Contractor must demarcate the building work from existing by means of fencing or decanting where necessary and all new building work to resume simultaneously.

LOCATION AND ACCESS

The site on which the work will be executed is in Hadison Park, Kimberley.

**Frances Baard District Office, 9 Hayston Road,
Hadison Park, Kimberley**

Easy access to the site is available. Tenderers are specifically requested to attend the site inspection meeting so as to become acquainted with the location of the site, condition of access roads, layout of the various buildings, availability of water, electricity, etc. as no claim with regard to the aforementioned will be recognized.

The Representative/ Agent of the **NORTHERN CAPE DEPARTMENT OF EDUCATION** will meet the prospective tenderers at the site, on the date and time as indicated in the Tender Advertisement, to take them on a tour of the inspection of the site and to explain the nature and extent of the work in broad.

SITE INFORMATION JBCC 2000 PRINCIPAL BUILDING AGREEMENT (EDITION 4.1 OF MARCH 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT FRANCES BAARD DISTRICT OFFICE REGISTRY IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION
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C4 Site Information

1. LOCATION AND ACCESS

The site on which the work will be executed is at:

**Frances Baard District Office
9 Hayston Road
Hadison Park
Kimberley**

Easy access to the site is available.

2. NATURE OF THE GROUND

Geotechnical tests were done on the site to determine the nature of the ground, the report is attached.

Tenderers must however inspect the premises in order to make themselves thoroughly acquainted with the nature of the ground.



Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all Subcontractors who are contracted to construct are registered with the relevant Built Environment Professional councils.

	Name and address of proposed Subcontractor	Grading	Nature and extent (%) of work	%	Previous experience with Subcontractor
1.					
2.					
3.					
4.					
5.					

Signed _____

Date _____

Name _____

Position _____

Bidder _____

BILLS OF QUANTITIES

(INCORPORATING BUILDING WORKS, EXTERNAL WORKS, AND ELECTRICAL WORKS)



Health and Safety Specification

STANDARD HEALTH AND SAFETY SPECIFICATION

Standard Bills

These specifications shall be used in conjunction with all other applicable Health and Safety specifications, Legislation as in Occupational Health and Safety Act no. 85 of 1993 as amended by Act no.181 of 1993, the Construction Regulations as promulgated on 18 July 2003 and incorporated into the OHS Act by Government Notice No. R1010 published in Government Gazette 25207, General Safety Regulations as promulgated on 18 July 2006 and incorporated into the OHS Act by Government Notice No. 1010 published in Government Gazette 25207 and all other relevant regulations incorporated into the OHS Act as well as ISO 9 000, all Environmental legislation such as:

- Environment Conservation Act No. 73 of 1989
- Water Act No. 54 of 1956
- Hazardous Substances Act No. 15 of 1973
- Atmospheric Pollution Prevention Act No.45 of 165
- Physical Planning Act 88 of 1967

GENERAL

- Client

The Client, Northern Cape Department of Education, shall execute his duties as per Regulation 4 of the Construction Regulations of 2003 that states ***inter alia***, the following:

1. A client shall be responsible for the following in order to ensure compliance with the provisions of the Act-
 - (a) Prepare health and safety specifications for the construction work, and provide any Contractor who is making a bid or appointed to perform work for the client with the same;
 - (b) Appoint each Contractor in writing for the project or part thereof on a construction site;
 - (c) Take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site. Provided that the steps taken, shall include periodic audits at intervals, mutually agreed upon between the client and the Contractor, but at least once every month;
 - (d) Stop any Contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan;
 - (e) Ensure that where changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
 - (f) Ensure that every Contractor is registered and in good standing with the Compensation fund or with a

licensed compensation insurer prior to commencing on site.

- (g) Ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during construction process.

Therefore, the following specifications from the Client to the Contractor:

- Each and every Contractor shall make the following appointments and provide the necessary training accordingly:

- (a) Construction Works Supervisor
- (b) Health and Safety Representatives
- (c) Health and Safety Committee
- (d) Machinery Supervisor
- (e) Excavation Inspector
- (f) And all the necessary appointments as per the OHS Act and the relevant Regulations

All appointments should be completed before work commencement, signed, dated and completed in full, be fully explained to the nominated individual and should be at all times displayed on Site Notice Board that will have to be at least 600mm by 800mm.

- The Site Notice Board should also ***inter alia***, have the following information on it:

- a. Site regulations concerning safe working procedures
- b. Information on the nearest first-aid station
- c. Ambulance
- d. Doctor
- e. CSO's number and
- f. Other relevant persons

- Each and every Contractor shall give notification of Construction work to the Office of the Department of Labour **PRIOR** to commencement of work.
- Each Contractor shall provide the Client with a Pre Site establishment checklist
- Each Contractor shall do monthly safety audits on the project and provide the Client with a copy thereof
- Each Contractor shall provide to the Client a Health and Safety Representative inspection checklist and ensure that Health and Safety representatives do inspections at least on a monthly basis
- Each Contractor shall provide and demonstrate to the Client a Health and Safety management policy
- As per the General Safety Regulations Regulation 4 as contemplated in the Basic Conditions of Employment Act, No. 3 of 1983, have the relevant amount of trained First-Aiders on site.
- In terms of Regulation 3 of the General Safety Regulations, provide a first-aid box or boxes on the premises of work
- In terms of Section 23 of the OHS Act, provide all workers at all times, with the necessary PPE.

- In terms of the Facilities Regulations provide the necessary facilities such as proper ablution,during space, lockers and any other item as per the Facilities Regulations that is necessary to carry out the work safely and without risk to the health of the workers.
- Keep an incident record book on site at all times.

SAFE WORKING LOADS

The Contractor shall ensure that where applicable:

- safe working loads of hoists, load bearing beams and cranes are prominently displayed at alltimes.
- The safe working loads are not exceeded under any circumstances.
- All lifting gear is marked with a unique identity number and recorded in a register

ELECTRICAL EQUIPMENT AND PROCEDURES USED BY THE CONTRACTOR

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor. And the inspections shall be logged. The frequency of inspectionsshall be determined by the Client. A record of the inspections shall be kept and shall be made available to the Client on request

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

All earth leakage units shall be tested at intervals of not more than one month and signed for bya qualified electrician.

COMMISSIONING SAFETY PRECUATIONS

The Contractor shall ensure that wherever repairs, adjustments of any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or theplant/machinery disengaged until the work or repairs have been completed.

TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shallbe able to identify the major chemical components in the event of medical treatment being required.

INDEMNITY OF THE CLIENT AND HIS AGENTS

Annexure A to this Specification contains a “Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No 85/93, as amended, whichagreement shall be entered into and duly signed by both the Client and the Contractor prior to commencement of work. A copy of the signed agreement shall be included in the Contractor’s Health and Safety Plan.

Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice observation, proposal, request, test or similar act by either the Client or any of his Agents, including lack of disapproval, shall not relieve the Contractor from any responsibility hehas under the Act and the relevant regulations (Construction Regulation), including responsibility for errors, omissions, discrepancies and non-compliance.

SPECIFIC REQUIREMENTS

Design

No significant hazards can be identified which have not been considered in the detailed design.However, hazard must be anticipated that are due to and arising from shoddy and careless workmanship and unconventional construction methods used by semi-qualified and unqualifiedcraftsmen during skills transfer.

Work sequences are a logical progression of the construction of a building under considerationof the tender documentation, National Building Regulations, Regulations, the Standard Occupational Health and Safety Specifications, other specifications and manufacturers” instructions.

Security

The Contractor’s material site must be properly secured.

Existing environment

The surrounding roads and properties will be pointed out to the Contractor at site handover.

Existing services

All known services will be pointed out at site handover.

Contractors must recognize that all services on the site must be expected to be “live” and potentially critical to the safe functioning of the works. Precautions for any work on or near them should be identified, planned, approved and taken accordingly.

In the event that previously unidentified services are discovered, Contractors shall immediately refer detail of location, suspected condition and status to the Client and await instruction. On no account must any services be interfered with without specific instruction and authority.

Ground conditions

As per the geotechnical assessment.

Related restrictions affecting health and safety

Being in a residential area, normal daytime working hours are to be adhered to in order to minimize disturbance to surrounding residences.

Control of pollution

All rubble, refuse, etc. is to be disposed of in accordance with the municipal by-laws.

Needed to mention, the above mentioned health and safety specifications should be used in accordance with the standard specifications as can be found in the existing tender document of the Client.

The Client can and will, if necessary and in the interest of health and safety, amend the abovementioned specifications.

- **Principal Contractor and Contractor**

In terms of Regulation 5 of the Construction Regulations, after receiving the health and safety specifications from the Client, the Principal Contractor shall provide and demonstrate to the Client a Health and Safety Plan. This Health and Safety Plan shall indicate that the (Contractor) shall perform, but is not limited to, the following duties:

GENERAL REQUIREMENTS

- Administration
- Appointments
- Safety committees
- Registers, Checklists and permits

- Incident management
- Emergency planning
- Contractors
- Risk assessment
- Audits
- Hazardous substance control
- Training
- Additional requirements
- Planning

Annexure:

The following annexures should be attached to the Health and Safety Plan and the format should be agreed upon between the Client and the Contractor:

- Pro forma for Construction Works Supervisor appointment
- Pro forma for Health and Safety Representative Appointment
- Pro forma for Machinery Supervisor appointment
- Pro forma for Excavation Inspector appointment
- Pro forma for Notification of Construction Work
- Pro forma – Pre Site Inspection Checklist
- Monthly Safety Audit Checklist
- Health and Safety Representative Inspection checklist
- Health and Safety Management Policy

CONCLUSION

The objectives of this document is to outline all necessary procedures required to implement and maintain a comprehensive Occupational Health and Safety System for Construction Projects in line with specifications prescribed by the Northern Cape Department of Education.

It is a general business imperative of the Northern Cape Department of Education to understand and embrace safe working procedures. Violations of simple safety procedures can lead to injury and even loss of life. Every accident, no matter how minor, can be translated into costs against the Project. These costs are both direct (damage to property, medical expenses, etc.) and indirect (investigation proceedings, disruption of work, delay in program, plant replacements, etc).

In order for an easier understanding of legislative requirements in particular with regard to the Construction Regulations this proposed planning document has been compiled in a very simplistic manner. It will therefore not focus on each and every scenario that will arise and does not intend to convey all requirements of statutes other than the following:

1. Occupational Health and Safety Act No. 85/93 as amended by Act No. 181/93
2. Incorporated Regulations of the Act – Construction Regulations of 2003

3. Relevant SABS codes of the Practice as per Section 40 of the OHS Act.
4. Compensation for Occupational Injury and Diseases Act no. 130 of 1993 as amended.

STANDARD ABBREVIATIONS

OCCUPATIONAL HEALTH AND SAFETY

ITEM	TERM	ABBREVIATION
1	Health and Safety	H&S
2	Occupational Health and Safety	OHS
3	Safety Health and environment Representative	SHE REP
4	Hazard Identification and Risk Assessment	HIRA
5	Personal Protective Equipment	PPE
6	General Administrative Regulations	GAR
7	Facilities Regulations	FR
8	General Safety Regulations	GSR
9	Environmental Regulations	ER
10	Electrical Installation Regulations	EIR
11	Asbestos Regulations	AR
12	Driven Machinery Regulations	DMR
13	General Machinery Regulations	GMR
14	Electrical Machinery Regulations	EMR
15	Diving Regulations	DR
16	Lead Regulations	LR
17	Vessels under Pressure Regulations	VPR
18	Regulations for Hazardous Chemicals Substances	HAZCHEM Reg.
19	Major Hazard Installation Regulations	MHIR
20	Construction Regulations	CR
21	Mines Health and Safety Act	MHS ACT
22	Compensation for Occupational Injuries and Diseases Act	COIDA
23	South African Bureau of Standards	SABS
24	Construction Safety Officer	CSO
25	Medical Safety Data Sheet	MSDS
26	Tunneling Regulations	TR
27	Traffic Calming Devices	TCD
28	Environmental Impact Assessment	EIA
29	Hazardous Chemical Substances	HCS
30	Dangerous Goods	DG
31	Dry Chemical Powders	DCP



HEALTH AND SAFETY SPECIFICATION BREAKDOWN OF MINIMUM EXPECTED COST ITEMS

CARRY TOTAL TO SECTION C, CLAUSE C11 OF PRELIMINARIES

NO	GENERAL REQUIREMENTS	STATUE	QUANTITY	RATE	AMOUNT
1	Contractor's Health and safety Plan	Regulation 5 of CR	1/site		
2	Contractor's full time construction Supervisor	Regulation 6(1) of CR	1/site		
3	Risk Assessment	Regulation 7(1)	1/site		
4	Fall protection plan	Regulation 8(1)	1/site		
5	Demolition work	Regulation 12 (1) of CR	1		
6	Scaffolding and suspended platforms supervisor (Full time)	Regulation 14(1) of CR	1		
7	Construction welfare facilities	Regulation 28(1)	1		
8	Health and safety induction	Section 13 of OHS ACR 85/93	1		
9	Trained health and safety representatives	Section 17 and 18 of OHS ACT 85/93	2 rep for every ten employees		
10	Trained health and safety committee(s)	Section 19 and 20 of OHS ACT	At least one (1) Committee		
11	Provision of PPE for workers free of charge at employer's expense	Section 23 of OHS Act 85/93	All workers on site		
12	Provision of trained first-aiders full time on site	Regulation 3(94) of GSR	2 trained first-aiders for up to every 10 employees		
13	Log books including health and safety file full time on site	Regulation 8(1) of GAR	1		
14	Notices on site	Regulation 11(1) of GAR	3		
15	Safety straps, safety harnesses, safety rails and safety devices	Section 8 of OHS ACT 85/93			
16	Full time health and safety officer on site		1		



BILL OF QUANTITIES

SPECIFICATION - UNPRICED

FRANCES BAARD DISTRICT OFFICE - HADISON PARK
MAINTENANCE - CORRECTIVE
UPGRADING OF REGISTRY

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
NB Material must be SABS approved.					
1. PRELIMINARY AND GENERAL					
1.1	Contractual Requirements including Site Establishment and removal of site establishment	No	1	R	-
1.2	Compliance to Occupational Health and Safety Act and Regulations The contractors attention is drawn to the notes to tenderers "Occupational Health and Safety Act" with the full contents thereof as well as the Government Gazette No. 25207 (18 July 2003) and O.H & S. Specification is provided. The total cost of the Health and Safety items must be priced under this clause as no additional claims will be entertained.	No	1	R	-
SUBTOTAL					R -
2 ALTERATIONS					
REMOVALS					
2.1	Carefully demolish a 2.6m high x 3m long half brick wall including a 4m long x 1.5 m high half brick wall and cart away from site. Make good to face of wall.	m ²	14	R	-
2.2	Carefully demolish a 1m high x 1m long one brick wall and cart away from site.	m ²	1	R	-
2.3	Remove from room a 0.7m long x 1m high steel safe, three steel zinks with frame, a 2.6m high x 3m long wooden cabinet and store on site.	item	1	R	-
2.4	Carefully take down a 2558mm wide x 2543mm high timber frame with glass partition and cart away from site.	no	1	R	-
2.5	Take down 1560mm wide x 2020mm high defective timber double door including steel door frame and cart away from site.	no	1	R	-
2.6	Carefully take down a 4344mm long x 2950mm wide 1583mm high metal extractor fan and cart away from site.	no	1	R	-
2.7	Carefully take down steel double security gate with fixed panel (1485mm wide x 3561mm high) and store on site for re-use.	no	1	R	-
2.8	Remove defective vinyl floor tiles and cart away from site.	m ²	230	R	-
2.9	Take up defective fitted carpeting and cart away from site.	m ²	37	R	-
2.10	Hacking off and removing glazed wall tiles and cart away from site.	m ²	64	R	-
2.11	Hacking cooncrete floor and create a channel for the new waste water pipe	m ²	1	R	-
2.12	Carefully break down one brickwall 1.34m wide x 2.7m high at the old cold storage and cart away from site	m ²	4	R	-
SUBTOTAL					R -
3. EARTHWORKS					
3.1	Excavations and trenching for sewer pipes must be at least 600mm deep and 300mm wide. Trenching must be properly dug to ensure proper execution of the work.	m ³	1	R	-
SUBTOTAL					R -
4. MASONRY					
SUPERSTRUCTURE					
4.1	One brick wall of NFP bricks in Class 11 mortar	m ²	15	R	-
4.2	Half brick wall of NFP bricks in Class 11 mortar	m ²	30	R	-
BRICKWORK SUNDRIES					

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
4,3	75mm Wide brick reinforcement built in horizontally	m	30	R -	R -
4,4	150mm Wide brick reinforcement built in horizontally	m	4	R -	R -
4,5	220 x 75mm concrete lintels exceeding 1000mm and not exceeding 2000mm.	no.	1	R -	R -
FORMING TOOTHINGS AND BONDING					
4,6	Forming bonding new brickwork to existing, cutting three half brick courses and leaving an equal number. Tooothing means cutting out a brick in every alternative course. When joining face brickwork onto existing, this method is used as it is very necessary to maintain the bond. The joints must however be filled properly, especially the upper joints of each.	m ²	16	R -	R -
COPINGS SILLS, ETC.					
4,7	Supply and install new 150mm (w) x 533mm (l) x 15mm thick fibre cement window sills. Before setting the sill in mortar, ensure that the metal lugs are firmly attached to the sill. Sills must be soaked in water prior to bedding. Where only a thin mortar bed is possible and lug cannot be fully embedded, pockets in the masonry should be provided to ensure adequate fixing.	m	5	R -	R -
SUBTOTAL					R -
5. WATERPROOFING					
5,1	One layer of 375 micron black polyethylene embossed damp proof course in walls	m	2	R -	R -
SUBTOTAL					R -
6 ROOFING					
REPAIR ROOF LEAKAGES					
6,1	Thoroughly examine roof surfaces of building which will be directed on site. The contractor is to pay special attention internally where watermarks are evident on ceilings to locate leaks. All loose, missing or worn out roof screws are to be replaced, plug screw holes using an approved wood glue and fit new and longer roof screws including new washers and under cup washers. Holes in sheets are to be soldered. Similarly examine all ridging and make good where defective sections are located. Areas of roof that have been previously sealed must be carefully re-examined and all defective membranes should be removed and repaired as mentioned above. In addition to this, the contractor is to provide the Department with a written guarantee equivalent to one year starting from the date of final delivery.	m ²	170	R -	R -
SHEET METAL FLASHING					
6,2	Replace defective sidewall flashing with a new 0,55mm thick x 462mm girth approved galvanized metal flashings and accessories. Clips and Fixtite stitching screws to be used to fix flashings to sheeting at Registry building.	m ²	15	R -	R -
SUBTOTAL					R -
7 CARPENTRY AND JOINERY					
REPAIRS TO TIMBER ROOF TRUSS CONSTRUCTION					
Where components of the wooden roof construction are replaced they must be taken out and removed and replaced in "Merchantable Grade" South African Pine complying with the requirements of SABS Specifications for Stress-Graded Softwood General Structural Timber, S.A.B.S.563. During the replacement of components of the roof construction the rest of the roof construction must be supported. Where roofs have sagged they must be realigned including the supply of additional bearers, struts, etc. All roof timbers are to be treated in accordance with the requirements for Class C preservatives as laid down in the SABS Code of Practice for Preservative Treatment of Timber, S.A.B.S.05. Roof trusses are to be properly constructed, lapped at all junctions and spiked together with ends of nails crimped over and each intersection bolted with 10mm diameter bolts. Feet of trusses are to be secured with 1,6mm galvanized mild steel straps 38mm wide and 900mm girth wrapped around roof timbers and spiked to plates. Purlins must be in long lengths continuous over at least three rafters, set on edge, securely spiked to rafters and each intersection of purlin and rafter must be tied together with and including 4mm diameter galvanized wire tie 750mm long wrapped around rafter and purlin, tightly drawn up and twisted.					
7,1	Replace existing defective 50mm x 76mm purlins with new including eave purlins of existing roof trusses.	m	100	R -	R -

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
TIMBER DOORS, FRAMES, ETC.					
7,2	Supply and fit to frames new 1825mm x 2000mm single leaf meranti hardwood F.L and B flush back double rebated doors including weatherboard, hung on new hinges using new screws of a suitable length. New double door are to be fitted, with an even gap of 2mm around the outside of doors. Doors are to open and close freely without any obstruction and should not be hinge bound in any way.	no	1	R	- R -
7,3	Supply and hang on new two mild steel hinged using 40mm mild steel wood screws, new 813 x 2032mm Semi-Solid Sapele Veneered doors at ladies and gents toilet cubicles. Neatly hung with a 3mm gap all round. Doors are to open and close freely without any obstruction and should not be hinge bound in any way.	no	3	R	- R -
7,4	Supply and hang on new two mild steel hinged using 40mm mild steel wood screws, new 890 x 2032mm Semi-Solid Sapele Veneered door at main entrance of ladies and gents toilets. Neatly hung with a 3mm gap all round. Doors are to open and close freely without any obstruction and should not be hinge bound in any way.	no	1	R	- R -
SUPPLY AND FIT NEW WORKSTATIONS WITH BUILD IN CABINETS					
7,5	Construct and securely fix to walls where directed using suitable hammer fasteners, new purpose made build-in cabinets manufactured in units with two doors each approximately of size 465mm (H) x 400mm deep x 1000mm long respectively and one 4 draw cabinet with countertop (The unit is to be constructed from 16mm thick "Commercial Chip White Melamine" internally covered at the back with 3.4mm white tempered masonite. Externally the doors and exposed sides of units are to be manufactured from 16mm "Natural Oak" Supa-wood. All internal components such as sides and centre uprights are to be grooved with a router approximately 16mm wide x 5mm deep to house shelves, top and base members and glued with cold alkaline wood glue prior to assembly. (No plastic corner blocks will be accepted). All exposed edges of internal construction must be finished with a 2mm machined PVC edge of colour to match external finish as well as all exposed door edges and sides with the same of colour to match the natural oak. All screw heads etc where fixing had taken place through the face of unit, must be covered with a plastic cap of colour to match the finish being used. Supply all units complete with two concealed hinges per door, 150mm satin chrome bar handles, three lever cupboard locks complete with two keys each, escutcheon plates etc as well as any other accessory that may be required to render the unit complete. The countertop should be a 600mm wide x 32mm thick Black Marble postformed Formica board (edge trimmed). Provide 60mm diameter holes trimmed with cable grommets in work top at every workstation. Supply and install against wall in a position that will be directed on site, new B.I.C's including countertop with 4 draw cabinet per workstation as follows: 3m lenght ; 4m lenght ; 5m lenght.	m	14	R	- R -
SUPPLY AND FIT NEW BUILD IN CABINETS AT NEW KITCHEN					
7,6	Construct and securely fix to walls where directed using suitable hammer fasteners, new purpose made built in kitchen cupboards manufactured in units with two doors each. Floor cupboards approximately of size 833mm wide x 720mm high x .560mm deep each consisting of packing space. Construct five units, only one section of the units must have a drawer unit with a width of 400mm. Each unit is to be constructed from 16mm thick "Commercial Chip White Melamine" internally covered at the back with 3.4mm white tempered masonite. Externally the doors and exposed sides of units are to be manufactured from 16mm "Natural Oak" Supa-wood. All internal components such as sides and centre uprights are to be grooved with a router approximately 16mm wide x 5mm deep to house shelves, top and base members and glued with cold alkaline wood glue prior to assembly. (No plastic corner blocks will be accepted) .The base of each unit (skirting) must be approximately 165mm high comprising of 16mm thick plain chip board fitted to the respective specified lengths. Skirting should be tiled measured elsewhere. All exposed edges of internal construction must be finished with a 2mm machined PVC edge of color to match external finish as well as all exposed door edges and sides with the same of color to match the natural oak. All screw heads etc where fixing had taken place through the face of unit, must be covered with a plastic cap of color to match the finish being used. Supply all units complete with two concealed hinges per door, 150mm satin chrome bar pull handles etc as well as any other accessory that may be required to render the unit complete. Supply and fit 600mm (W) x 4165mm (L) x 32mm thick "Formica Lifeseal Worktop" of suitable color to build in kitchen cupboards. Work counter should also be fitted with a drop-on sink measured elsewhere. Supply and install new built in kitchen cupboards against wall in a position in the new kitchen of Registry.	m	4	R	- R -

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
	SUPPLY AND FIT NEW BUILD-IN COUNTERTOP				
7,7	Construct and fix to wall a 1600mm x 1600mm L-shape countertop with two rows of shelving. Dimensions: 900mm high x 500mm deep x (1600mm x 1600mm L-shape long). Use specifications as described above. Location: Reception office of Registry.	m	3	R	R
SUBTOTAL					R
8 CEILINGS, PARTITIONS AND ACCESS FLOORING					
NAILED UP CEILING BOARDS					
8,1	Take down damaged ceiling boards with brandering compleet including cornice and coverstrips and cart away from site.	m ²	20	R	R
8,2	Supply and install new 6.4mm thick "Gypsum" plaster board with 38x38mm brandering, install with longer lenghts to suit room, configurations with rhino board cover strips including 75mm cove cornice and fixed at right angles to timber brandering with all necessary accesories to strict manufacturer's specifications.	m ²	20	R	R
SUPPLY AND INSTALL DRYWALL PARTITION					
8,3	Construct a fixed 8000mm long x 3580mm high GypWall Classic Ultrasteel 51mm x 35mm Stud Drywall, perpendicular to both sides of walls. Cavity wall infill will be 50mm glasswool insulation. Use "Rhinoboard Soundbloc 12,5mm" (Taper) or similar for cladding of frame. Use fine tread Phosphorous coated screws, spaced at 220mm intervals to fasten plaster boards to wall frames. Supply and fit galvanized edge strips around drywall partition on both sides and ontop of drywall partition. Location: New kitchen	m ²	22	R	R
8,4	Create door opening to drywall partitioning GypWall Classic Ultrasteel 51mm x 35mm Stud Drywall(excludding door) in new drywall.	no	3	R	R
SUPPLY AND INSTALL SUSPENDED CEILING					
8,5	Supply and install new suspended ceiling, not exceeding 1m below existing rhino board ceiling. New suspended ceiling is to be supplied complete with 2mm thick galvanized hanger wires or adjustable hangers, main-tees, cross tees and wall angles etc. or any additional material that may be needed to complete the work. Securely fix to walls along the borders using suitable hammer fasteners, full length 38mm x 38mm S.A pine brandering, properly leveled. On completion fix wall angles to brandering using suitable screws or clout nails, nailed or fixed at centres not exceeding 150mm. All T-Bars are to be fixed to wire hangers suspended from underside of existing ceiling construction through purpose made angle brackets securely screwed to brandering with 50mm self threading screws as no holes in existing ceilings are to be made in order to expose brandering for fixing of hangers. Allow for additional brandering to fixed in position where required to securely suspend new ceiling. All T-bars and wall angles are to be properly leveled and lined up before new 10mm thick gyprex plain white ceiling panels are installed. Panel size should not exceed 600mm x 1.2m and ceiling should have a finish height of approximately 2.5m. Location: New ladies and gents toilets	m ²	16	R	R
SUBTOTAL					R
9 FLOOR COVERINGS, WALL LININGS, ETC.					
SUPPLY AND LAY NEW VINYL FLOOR SHEETING					
9,1	Sand or level any imperfections on concrete subfloor. Filling in dips or scars with a self-leveling compound, patching concrete, or thinset mortar or sanding down bumps in the concrete. Use your level to check for subfloor imperfections. Flexible vinyl (PVC) floor sheeting shall comply with the requirements of SABS 786. The flooring shall be of marbled pattern and of approved colour and of thickness specified. Vinyl sheeting shall be laid in strict accordance with the manufacturer's instructions on a perfectly dry and clean screeded surface using an adhesive supplied or recommended by the manufacturer of flooring material and rolled with a suitable roller to ensure complete adhesion of the material. The flooring shall be cut where required and neatly fitted against floors, walls - 150mm high, thresholds, etc... Sheet flooring shall be in standard widths and of 2.5mm thickness, with cut sheets at sides of floors as necessary. Joints shall be butted, scribed and heat welded in matching colour, ensuring that the welding rod bonds to more than 70% of the sheet thickness. Apply two sealer coats and one coat of polish. Apply two sealer coats and one coat of polish.	m ²	330	R	R
SUBTOTAL					R

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
10	IRONMONGAREY				
LOCKS AND FURNITURE					
10,1	Replace timber door lock with a new SABS approved 3 lever mortice door lock, supplied complete with C.P furniture and two keys per lock. Lock are to be similar or equal to that supplied by "Solid or Union". Location: At new kitchen, new office and ladies and gents toilets.	no	4	R	- R -
10,2	Supply and install a new rebate conversion set door lock of double rebated timber doors with new chrome plated SABS approved locks. Locks are to be similar or equal to that supplied by "Solid or Union".	no	1	R	- R -
10,3	Supply and install chrome plated indicator lock for new toilet cubicle door at gents and ladies toilets.	no	4	R	- R -
10,4	Provide and fit a new approved chromium-plated toilet paper holder, fixed to wall with 32mm chromium plated round headed screws or similar approved, to plugs in wall at gents and ladies toilets.	no	4	R	- R -
10,5	Supply and install new 38mm rubber door stop plugged to floor at new toilet cubicle doors, kitchen door, double door and new office door.	no	10	R	- R -
10,6	Supply and fit 150mm CP bow handles to new internal doors at the new staff toilets. Two handles per door.	no	8	R	- R -
10,7	25mm Diameter chromium plated towel rail 900mm long including end brackets at handwash basin of new ladies and gents toilets.	no	2	R	- R -
10,8	150 X 150 X 2mm Thick plastic legend plates with photo luminescent signs for gents and ladies toilets.	no	2	R	- R -
10,9	Supply and weld a new SABS approved heavy duty ultra lock with keys to existing double security gate.	no	1	R	- R -
10,10	Supply and fit a new steel peg stay cast knuckle(yellow, zinc finish), 200mm long.	no	4	R	- R -
METAL SHELVING					
SUPPLY AND INSTALL HIGH DENSITY STEEL BULKFILERS					
10,11	Supply and install bulkfiler 5-bay unit, 400mm deep - 2350(H) x 2880(L) x 2160(W) : Stock code - SPKMBGP3409	no	2	R	- R -
10,12	Supply and install bulkfiler 7-bay unit, 400mm deep - 2350(H) x 3680(L) x 1080(W) : Stock code - SPKMBGP3404	no	2	R	- R -
10,13	Supply and install bulkfiler 7-bay Tandem, 400mm deep - 2350(H) x 3680(L) x 2160(W) : Stock code - SPKMBGP3405	no	3	R	- R -
10,14	Supply and install bulkfiler 8-bay unit, 400mm deep - 2350(H) x 4060(L) x 1080(W) : Stock code - SPKMBGP3408	no	3	R	- R -
10,15	Supply and install bulkfiler 8-bay Tandem, 400mm deep - 2350(H) x 4060(L) x 2160(W) : Stock code - SPKMBGP3410	no	2	R	- R -
10,16	Supply and install a chain drive for 2m wide unit - only tandem units: Stock code - SPKMBGP3370	no	14	R	- R -
10,17	Supply and install a standard shelf 400mm deep: Stock code - SPKMBGP3406	no	660	R	- R -
10,18	Supply and install a shelf wire rack 400mm deep: Stock code - SPKMBGP3407	no	792	R	- R -
10,19	Transport and installation to Kimberley: Stock code - SPKMBGP3411	Item	1	R	- R -
SUBTOTAL					R -

11	METALWORK				
SUPPLY AND INSTALL PRESSED STEEL DOORS AND FRAMES					
11,1	Supply and install a 1.2mm Single rebated frames suitable for half brick walls. Door frame 813 x 2125mm high. Location: New toilets at ladies and gents toilets.	no	6	R	- R -
11,2	Supply and install a SABS approved mild steel window frame, NE1. FX7 type, 654mm high x 533mm wide. Location: At new gents and ladies toilets.	no	4	R	- R -

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
SUPPLY AND FIT A DOUBLE BOWL SINK					
11,3	Supply and install a 750 x 400mm stainless steel drop on double bowl sink with draining boards each side including waste, trap, plug and C.P sink mixer in the new kitchen. Connect water supply, blank off warm water and fit waste pipes, leave everything leak free and operational.	no	1	R	R
SUPPLY AND WELD BURGLAR BARS TO NEWLY INSTALLED WINDOW FRAMES					
11,4	Construct buglar proofing to newl installed window frames by using 10mm round bars.	m ²	2	R	R
ALUMINIUM VENETIAN BLINDS					
11,5	Supply and install new aluminium venetian blinds to existing window frames as follows; Dimensions: 3304mm wide x 1328mm high ; 3683mm wide x 1328mm high; 10426mm wide x 1328mm high ; 2 x (625mm wide x 995mm high) ; 7 x (1486mm high x 995mm wide) ; 2 x (1250mm high x 995mm wide)	m ²	40	R	R
SUBTOTAL					R
12 PLASTERING					
12,1	One layer 4:1 steel floated cement plaster on new brickwork of internal walls	m ²	90	R	R
12,2	Repair plaster to walls where ceramic tiles where removed.	m ²	64	R	R
SUBTOTAL					R
13 TILING					
WALL TILING					
13,1	200 X 150 X 5mm glazed ceramic tiles fixed with adhesive to plaster(plaster elsewhere) and flush pointed with tinted jointing compound. Location: Above kitchen sink and handwash basins of gents and ladies toilets	m ²	2	R	R
SUBTOTAL					R
0					
SUPPLY AND FIT NEW 15MM AND 20MM COPPER PIPES					
14,1	Allow for the chasing of copper pipe work into walls as required to supply new wash hand basins in gents and ladies toilets.	m	6	R	R
14,2	Drill holes in walls at new ladies and gent's toilets.	no	4	R	R
14,3	Supply surface copper 22mm water pipes to cisterns at new gents and ladies toilets.	m	15	R	R
14,4	Supply and lay new 15mm copper pipes in walls installed complete with all the necessary compression fittings required as well as all other fittings and fixtures that may be required to render the supply of water to all plumbing fixtures operational.	m	6	R	R
14,5	Make good to all chased wall surfaces on completion and leave perfect in all trades.	m	6	R	R
NB: Contractor to conduct a water test on copper supply pipes to check for leaks at joints etc, prior to the making good of wall surfaces.					
SUPPLY AND FIT NEW 50MM WASTE WATER PIPES					
14,6	Carefully chase in wall and floor respectively in gents and ladies toilets and insert new 50mm PVC waste water pipe complete with all the necessary fittings etc to which new basin and urinal waste will be connected. Allow to make good to surfaces on completion.	m	6	R	R
NB: Contractor to conduct a water test on copper supply pipes to check for leaks at joints etc, prior to the making good of wall surfaces.					

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
SUPPLY AND INSTALL UNDERGROUND AND SURFACE DRAIN PIPES					
14,7	Provide and adapt to existing underground sewer connection, new 110mm PVC pipes, stacks, 50mm P.V.C waste pipes, vent pipes complete with vent valves etc. Also provide new connections to four W.C pans, two handwash basins and sink. Allow for alterations and making good of masonry walls where new pan, urinal and sink connections are made. The installation shall include the supply of all pipes, fittings and fixtures required to render the job complete. Install new 110mm and 50mm surface plumbing as described above. Leave plumbing installation perfectly operational and all pipes leak free. Location: new kitchen and toilets.	item	1	R	R
SANITARY FITTINGS					
NOTE: All sanitary fittings shall be in strict accordance with PW371 Specification of Materials and Methods to be used. Descriptions of all sanitary fittings shall be deemed to include sealing at junctions with all surfaces and worktops, etc. with an approved silicone joint sealer. "Vaal Potteries" or other approved white vitreous china fittings					
PROVIDE AND FIT NEW HANDWASH BASINS					
14,8	Supply and fit in position where directed, new approved wash hand basins supplied complete with "Mahogany" basin cabinet thoroughly and neatly sealed against walls using an approved silicone and fixed in position with fixing screws supplied. Installation shall include the supply of all necessary fittings including purpose made copper connectors, stop taps, C.P pop up waste and C.P traps etc as well as all other fittings and fixtures that may be required to render the job complete. Supply and fit new pre-manufactured basins complete with mahogany cabinet in new ladies and gents toilets. PRODUCT TYPE: WHI Berlin 650 Cabinet (Mahogany) and Porcelain Basin SUPPLIER: CTM Leave basins perfectly operational and leak free on completion.	no	2	R	R
0					
14,9	Supply and fit to basins new C.P centre basin mixers complete with purpose made copper connectors, stop taps as well as all other necessary fittings and fixtures (Hot water inlet is to be blanked off). Supply and fit a new basin type centre (cold water only) mixer equal or similar to that supplied by "Jade or Riviera" (CTM) fitted to basins. Leave all taps properly connected and perfectly operational and leak free on completion.	no	2	R	R
SUPPLY AND FIT NEW WATER CLOSET SUITES (SEMI CLOSED) COMPLETE WITH CISTERN					
14,10	Provide and fit new porcelain semi close couple water closets complete with cistern, flushing mechanisms as well as double flap toilet seats. Installation shall include the supply of all necessary fittings including purpose made copper connectors, C.P stop taps, PVC Pan connectors, collars etc including all other fittings and fixtures that may be required to render the job complete and suite operational. Connect cisterns to new water supply and pan to new pan connector, adapted as and where required using approved fittings that are to be supplied. Thoroughly prepare floor to receive new pan, chip and slush and thereafter bed the base of new pan using 3:1 cement mortar, and leave to set. In addition securely bolt new cistern to walls using suitable none ferrous fixing lugs supplied with cistern.	no	4	R	R
SUBTOTAL					
15 ELECTRICAL WORKS					
	See attachment electrical works document				R
16 GLAZING					
TO STEEL PUTTY					
4MM THICK OBSCURE GLASS					
	Panes exceeding 0, 1 square meter and not exceeding 0, 5 square meters.				
16,1	Window pane size: 654mm high x 533mm wide. Gents and Ladies toilets – quantity : 4	Location:	no	4	R
					R

ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
MIRRORS					
16,2	Supply and fit a new thick Silvered float glass copper backed mirror mounted on and including 6mm hard board backing with painted edges all round and mirror with polished edges holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork. Location: size – 1800mm x 600mm x 5mm Location: Ladies toilets	no	1	R	- R -
16,3	Size – 400mm 500mm x 5mm Location: New gents toilets	no	1	R	- R -
SUBTOTAL					
17 PAINTWORK					
INTERNAL PAINTING					
PAINT NEW CEILINGS					
17,1	Clean down, prepare for and apply one coat plaster primer, one universal undercoat and two coats of PVA Acrylic paint to newly installed ceilings where directed.	m ²	20	R	- R -
PAINT PAINTED CEILINGS					
17,2	Clean down, prepare for and apply one universal undercoat and two coats of PVA Acrylic paint to painted ceilings where directed.	m ²	120	R	- R -
PAINT PAINTED CONCRETE SOFFITS					
17,3	Clean down, prepare for and apply two coats of PVA Acrylic paint to painted concrete soffits where directed.	m ²	170	R	- R -
PAINT MASONRY WALLS WITH EMULSION PAINT					
17,4	Prepare painted wall surfaces by sanding down thoroughly. Clean down walls using and approved detergent rendering walls free from dirt and grease. All cracks are to be filled with approved crack filler and sanded down to a smooth and even surface flush with surrounding surfaces. On completion apply one undercoat and two coats emulsion paint similar to "Dulux or Plascon" paint to walls where directed.	m ²	600	R	- R -
PAINT DRYWALL PARTITION WITH EMULSION PAINT					
17,5	Clean down walls and apply one coat plaster primer, one undercoat and two coats emulsion paint similar to "Dulux or Plascon" paint.	m ²	60	R	- R -
PAINT WINDOW FRAMES (HIGH GLOSS)					
17,6	Clean down, prepare for and apply one undercoat and two coats high gloss to window frames (both sides).	m ²	42	R	- R -
PAINT DOOR FRAMES WITH HIGH GLOSS					
17,7	Clean down, prepare for and apply one undercoat and two coats high gloss to door frames.	m	80	R	- R -
VARNISH DOORS WITH HIGH GLOSS					
17,8	Sand down, thoroughly clean, prepare for and apply two coats approved varnish to doors where directed on site. Allow for a 24 hour drying time between coats with doors lightly sanded between coats.	m ²	48	R	- R -
PAINT PAINTED WINDOW SILLS					
17,9	Clean down, prepare for and apply one undercoat and two coats high gloss to window sills (both sides).	m ²	50	R	- R -
PAINT PAINTED STONEGUARDS					
17,10	Clean down, prepare for and apply one undercoat and two coats high gloss to stonewards.	m ²	50	R	- R -
SUBTOTAL					
END OF SPECIFICATIONS					

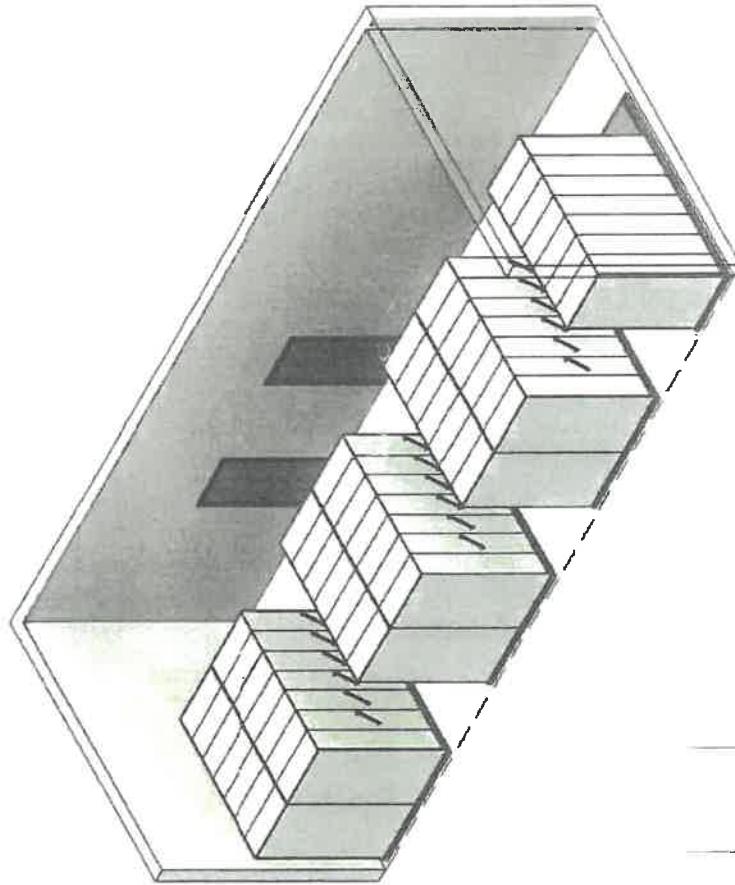
ITEM	SPECIFICATION	UNIT	QTY	Unit Price	Amount
SUMMARY					
1	PRELIMINARY AND GENERAL			R	-
2	ALTERATIONS			R	-
3	EARTHWORKS			R	-
4	MASONRY			R	-
5	WATERPROOFING			R	-
5	ROOFING			R	-
6	CARPENTRY AND JOINERY			R	-
7	CEILINGS			R	-
8	FLOOR COVERING			R	-
9	IRONMONGAREY			R	-
10	METALWORK			R	-
11	PLASTERING			R	-
12	TILING			R	-
13	PLUMBING AND DRAINAGE			R	-
14	ELECTRICAL WORKS			R	-
15	GLAZING			R	-
16	PAINTWORK			R	-
SUB TOTAL					R -
15% VAT					R -
TOTAL TENDER PRICE					R -

TENDER PRICE IN WORKS

SIGNATURE OF TENDERER

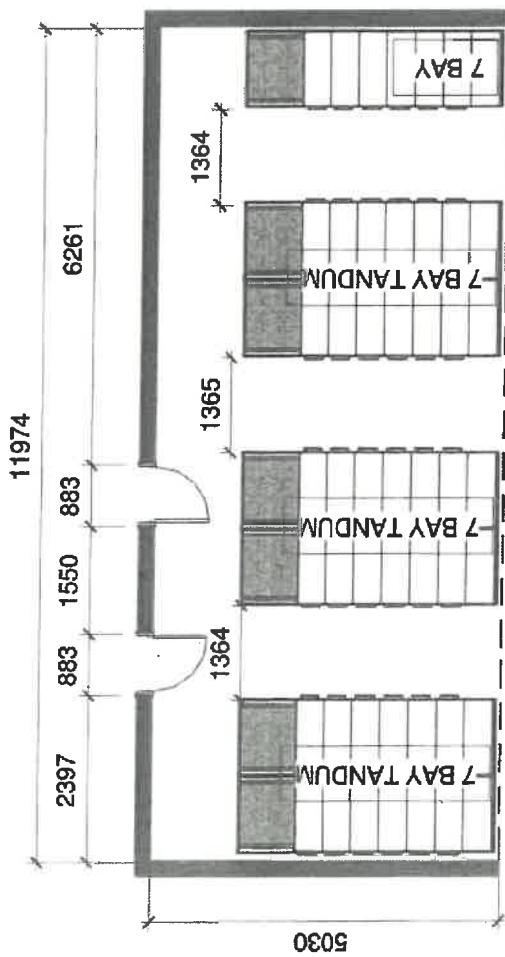
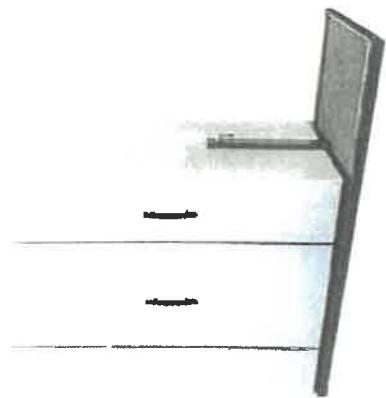
DATE

DD/MM/20YY



HIGH DENSITY UNITS

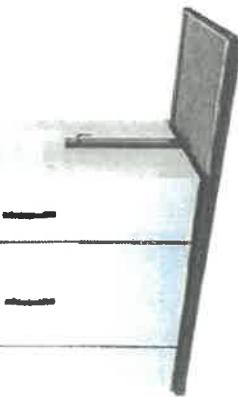
1 X 7 BAY BULK FILER
3 X 7 BAY TANDUM UNIT



CURRENT ARCHIVES

HIGH DENSITY UNITS

1 X 7 BAY BULK FILER
3 X 8 BAY BULK FILER
2 X 8 BAY TANDUM UNIT
2 X 5 BAY TANDUM UNIT



OLD KITCHEN SPACE - OPTION 1



NORTHERN CAPE DEPARTMENT OF EDUCATION

ELECTRICAL SPECIFICATION

FOR THE

ELECTRICAL REPAIRS

AT

FRANCES BAARD DISTRICT OFFICE - HADISON PARK

FRANCES BAARD DISTRICT

NORTHERN CAPE PROVINCIAL GOVERNMENT

JUNE 2022

**DEPARTMENT OF EDUCATION
PRIVATE BAG X5029
KIMBERLEY
8300**

INDEX TO SPECIFICATION

THIS SPECIFICATION CONSISTS OF THE FOLLOWING DOCUMENTS:

	PAGE NO
(a) SPECIAL TENDER NOTICE	3
(b) NOTES TO TENDERERS	4-5
(c) SUPPLEMENTARY CONDITIONS	6-9
NB. Part A is the standard specification for Electrical Installations which is not attached to this document but be supplied to the tenderer on request. In tendering for this service it will be assumed that the contractor is fully conversant with both sections of the specification and no allowance will be made for want of knowledge.	
(d) SPECIFICATION FOR ELECTRICAL WORK	10-15

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SPECIAL TENDER NOTICE

NOTE THAT BEFORE THE TENDER DOCUMENTS ARE SUBMITTED FOR, ON THEY MUST BE COMPREHENSIBLY COMPLETED. IF THE TENDERER FAILS TO COMPLETE THE NECESSARY DOCUMENTS AS REQUESTED ABOVE THIS WILL RESULT IN THE DISQUALIFICATION OF THE TENDER.

THE ATTENTION OF THE TENDERERS IS DRAWN TO THE FACT THAT THE BASIS OF THE CONTRACT WHICH WILL EMANATE FROM THIS TENDER, WILL BE THE NEW STANDARD DOCUMENTATION WHICH HAS JUST RECENTLY BEEN TAKEN INTO USE BY THE DEPARTMENT OF EDUCATION.

3. THE DEPARTMENT OF EDUCATION REQUIRES A CERTIFIED PHOTOSTATIC COPY OF THE PROSPECTIVE ELECTRICAL CONTRACTOR'S REGISTRATION AS WELL AS A CERTIFIED PHOTOSTATIC COPY OF THE INSTALLATION ELECTRICIAN'S LICENCE, IN TERMS OF REGULATION 5 AND 6 OF THE ELECTRICAL INSTALLATION REGULATIONS PROMULGATED IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 FROM THE PERSON WHO IS TO OVERSEE AND APPROVE THE ELECTRICAL INSTALLATION, AS THE TYPE OF ELECTRICAL INSTALLATION MAY REQUIRE A CERTIFICATE OF COMPLIANCE WHICH IS ISSUED BY EITHER AN INSTALLATION ELECTRICIAN OR A MASTER INSTALLATION ELECTRICIAN. THESE REQUIREMENTS ARE APPLICABLE ONLY IF THE DEPARTMENT DOES NOT ALREADY POSSESS THESE DOCUMENTS.
4. CONTRACTORS MUST MAKE USE OF LOCAL UNSKILLED LABOUR AS WELL AS LOCAL SKILLED LABOUR WHEREVER POSSIBLE AND PRACTICABLE. PROOF HEREOF WILL BE REQUIRED TO BE SUBMITTED TO THE REPRESENTATIVE OF THE DEPARTMENT FOR FILING PURPOSES DURING THE COURSE OF THE CONTRACT. R.D.P. PRINCIPLES MUST BE APPLIED AS FAR AS POSSIBLE AND THE SUBSTITUTE USE OF MECHANICAL AIDS MUST BE LIMITED TO THE MINIMUM. TRENCHES ETC. MUST BE EXCAVATED BY HAND. THESE ASPECTS WILL BE ADDRESSED AT EACH SITE MEETING. CONTRACTORS WHO IGNORE THIS RULING WILL NOT BE CONSIDERED FOR FUTURE TENDERS. THE INFORMATION REQUESTED IN THE MATERIAL SCHEDULES MUST BE PROVIDED. TENDERS CAN BE DISQUALIFIED IF THE PROSPECTIVE TENDERER NEGLECTS TO COMPLETE THE AFOREMENTIONED SCHEDULES.
5. NO TENDERS WILL BE ACCEPTED UNLESS THE FOLLOWING INFORMATION APPEARS ON THE FRONT OF A SEALED ENVELOPE:

TENDER NO:;
NAME OF SERVICE:;
CLOSING DATE:;
COMPLETE NAME AND ADDRESS OF TENDERER:.

NOTES TO TENDERERS

1. IMPORTANT

Please take note that before the tender documents are submitted for cons. comprehensively completed.

If the tenderer neglects to complete the necessary documents as requested above result in the disqualification of the tenderer.

2. DOCUMENTS

The Drawings, Articles of Agreement, Conditions of Contracts and Form of Guarantee available for and must be examined by Tenderers during ordinary office hours at the office of the Director or his Representative/Agent before a Tender is submitted.

3. SPECIFICATION

This Specification contains pages numbered consecutively as indicated in the index, and the Tenderer is required to check the same.

Should any page be found to be missing, or in duplicate, or if any reproduction is indistinct, or if any ambiguity arises as to the meaning of any item or description, or if this Specification contains any obvious errors, then the Tenderer must immediately inform the Director or his Representative/Agent and have same rectified or explained as the case may be. No claim will afterwards be considered where the Tenderer has failed to comply with these instructions.

No alterations, erasure, amendment or note is to be made in the text of this Specification and should any such alteration, erasure, amendment or note be made by the Tenderer it will not be recognized, but this Specification as prepared by the Director or his Representative/Agent will be adhered to.

4. DRAWINGS

This Specification has been prepared in conjunction with the following drawings:

The position of power points, switches and light points that may be influenced by built-in furniture must be established on site, prior to these items being built in.

<u>Drawing</u>	<u>Description</u>
WW-1	Danger Sign

5. SITE

The site for this service is: FRANCES BAARD DISTRICT OFFICE - HADISON PARK

6. SCOPE OF WORK

The Works covered by this Specification consist of the following:

The removal of pedestal, replacement and installation of switchgear, light fittings, light points, socket outlets and power points.

Inspection and testing of the installation.

SECURITY OFFERED

The contractor shall provide security to the satisfaction of the Chief Director for 0 % of the tender price.

TRADE NAMES

Prices for articles described by trade names or catalogue references must be based on the type and manufacture specified in this Specification. Where articles other than of the manufacture specified are used, the written approval of the Director or his Representative/Agent must be obtained before confirming orders for any such materials, as no claim for extras in this respect will be considered.

Where materials other than of the manufacture specified are used with written approval, an adjustment of the price of such material will be made and an Order in Writing issued to confirm such adjustment.

9 QUALITY OF MATERIALS

Wherever the South African Bureau of Standards has prepared specifications for materials or products, such materials or products, whether so specified or not, are to be made and supplied to the Bureau's specification, and further where materials or products are manufactured by Permit Holders of the S.A.B.S., such materials or products must be supplied stamped with the S.A.B.S. mark.

Should the Contractor wish to use the materials or products of a person or firm who is not a Permit Holder, when there are permit holders for the particular materials or products, he must obtain the written approval of the Director or his Representative/Agent before confirming orders for any such materials, as no claim for extras in this respect will be considered.

All references to Specifications and Codes of Practice of the Council of the Bureau of Standards shall be deemed to be references to the latest issue of such Specification and Codes of Practice.

10 OVERALLS

All workman employed on site must be provided with and be dressed in protective overalls clearly marked with the name of the Contractor.

11 ALTERNATIVE TENDERS

Tenderers are advised that, notwithstanding the provisions of Clause 4 on page 1 of the Tender Form, no alternative tenders for the work specified herein will be considered.

12 OCCUPATIONAL HEALTH AND SAFETY

The contractor is responsible for all the Health and Safety aspects on site as described in the Occupational Health and Safety Act. The contractor must provide all the safety equipment e.g. hard hats, boots with steel tips, protective clothes and any other necessary equipment to complete the service.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

GENERAL TECHNICAL SPECIFICATION

The Administration's General Technical Specification applies to this contract and forms an integral part of this document.

STANDARD CONDITIONS OF CONTRACT

The Joint Building Contract Committee (JBCC) contract will apply to this contract and forms an integral part of this document.

SUPPLY AUTHORITY

SUPPLY AUTHORITY
The Supply Authority is SOL PLAATJE MUNICIPALITY

Nature of Supply

(a) The supply shall be 3 phase 4 wire at 380/220 volt single phase 50 Hertz AC.

Supply Authority's service connection

Supply Authority's service connection.
The Supply Authority shall supply the service connection to the metering point.

Connection fees

Connection fees
The Provincial Administration will pay all fees that may be levied by the supply authority, but the successful tenderer shall make all arrangements for the installation of the service connection.

Regulations and by-laws

Regulations and by-laws
The successful tenderer shall acquaint him with the local Authority's Regulations and by-laws before commencing with the work.

4 TESTING

TESTING
The successful tenderer shall make provision for the testing of the installation as laid down in Clause 42 of the Provincial Administration's General Technical Specification for Electrical Installations and shall submit a **Certificate of Compliance** before first delivery of the contract will be taken. The final installation tests must be conducted in the presence of a Inspector from the Electrical Department.

Existing Materials

Existing Materials
The existing electrical materials dismantled from the service, other than those specified for re-use, shall become the Electrical Contractor's property and must be removed from the site.

4.2 The following existing materials to be dismantled under this contract shall remain the property of the Cape Provincial Administration and must be handed over to the Head of the Institution/Principal Works Inspector Electrical.

All Distribution Boards complete with switchgear, light fittings, light switches, isolators and socket outlets, complete with wiring and ducting to be removed.

5 INSPECTION OF SITE

Before tendering, tenderers should visit the site so as to acquaint themselves with the local conditions. Claims on ground of want of knowledge will not be entertained.

6 CUTTING OF CHASES AND MAKING GOOD

The Electrical Contractor shall make his own chases in the walls, but shall make no chases or holes in the concrete structure without prior permission from the Principal Works Inspector (Electrical). Only machine chases shall be allowed under this contract.

- (a) The Electrical Contractor will be responsible for making good all damage caused during progress of the work.
All wall surfaces where made good, are to be refinished to match the existing work. qualified artisans shall be employed in the different trades.
- (b) All conduits and outlet boxes shall be cemented in by the Electrical Contractor to within 5mm the finished wall surface before the wall is scheduled for plastering.

7. OCCUPIED PREMISES
The attention of tenderers is drawn to the fact that the premises will be occupied during course of this contract. The work shall be thoroughly planned to ensure that the power will be switched off for long periods. The Electrical Contractor shall work in close collaboration with the Head of the institution and his staff who will determine the area or section in which the contractor may work.
Temporary lighting and power shall be provided as required, shall be in a safe state at all times and shall be provided with earth leakage protection.

8. DRESS AND CONDUCT OF WORKMEN
All employees of the Electrical Contractor will be required to wear easy identifiable clothing and will be confined to the immediate areas of operation.

9. VALUE ADDED TAX
All tenders submitted will be taken as being inclusive of VAT and no claims whatsoever in this respect will be considered.

10. BREAKDOWN OF TENDER PRICE
The successful tenderer may be required to submit a breakdown of how he arrived at his tender price.

11. CONTRACT PRICE ADJUSTMENT PROVISION
No contract price adjustment, except for the reduction or increase in the VAT rate, shall be applicable to this contract. The tenderer shall make provision in his tender price for possible fluctuations in costs.

12. PRICE SCHEDULE FOR VARIATIONS
The tenderer's attention is drawn to the fact that if the price schedules of this specification are not completed, the tender cannot be adjudicated and may be disqualified.

13. SUPERVISION OF SERVICE
The work shall at all times be executed under the supervision of a skilled and competent Representative of the contractor who will be authorized to receive and carry out all instructions on behalf of the contractor. A sufficient number of competent workmen shall at all times be employed on site to ensure satisfactory progress of the work.

14. PROCEDURE OF THE WORK
The successful tenderer shall arrange for the immediate purchase of all equipment and material required and commence with the work as soon as possible.
The sequence in which the work is to be carried out shall be decided upon in consultation with the Principal Works Inspector (Electrical).

2	POWER SKIRTING				
2.1	Supply and install Easter Oak, 165mm x 55mm, Double compartment power skirting, complete with snap-in covers (3m per length), similar or equal to 'Cabstrut N8/P801' range, at a height of 100mm AFFL against the wall, at position shown on site. (Epoxy powder-coated steel including all splices, T-pieces, end caps, corner units, cover plates, fixing screws, cutting and cleaning for wiring purposes).		m	12	
2.2	Remove and relocate existing double compartment power skirting, next to door, at position shown on site.		m	5	
2.3	Supply and install Easter Oak double compartment 90° Flat Elbow, similar or equal to 'Cabstrut N8/P801' range, on existing powerskirting at position shown on site.		No	1	
2.4	Supply and install Easter Oak double compartment End Cap, similar or equal to 'Cabstrut N8/P801' range, on existing powerskirting at position shown on site.		No	1	
3	SOCKET OUTLETS				
3.1	Supply, install and connect new 100 x 100mm 16A/ 6A switched socket outlets complete with white steel cover plate, similar or equal to "Crabtree Classic Combo Slimline Switched 3 x Socket", mounted on existing positions shown on site.		No	4	
3.2	Supply and install new 32mm SABS APPROVED PVC conduit, including all accessories, from DB-B2 to new normal socket outlet points in powerskirting as shown on site.		m	50	
3.3	Supply, install and connect two x 4mm ² PVC conductors, from new switchgear in DB-B2, to new normal socket outlet points.		m	1000	
3.4	Supply, install and connect 2,5mm ² Green PVC insulated earth wire from DB-B2, to new normal socket outlet points.		m	500	
3.5	Supply, install and connect new 100mm x 50mm 16A Standard Switched Socket Outlet White SANS 164-1 normal socket outlets, complete with steel cover plates, similar or equal to "Crabtree Classic 16A Switch Socket", in new and existing power skirting at positions shown on site.		No	9	
3.6	Supply, install and connect new 100mm x 50mm 16A Standard Slimline Switched Socket Outlet White SANS 164-2 complete with steel cover plate, similar or equal to "Crabtree Classic Slimline 16A Switch Socket", mounted on powerskirting at positions shown on site.		No	9	
3.7	Supply and install new 25mm SABS APPROVED PVC conduit, including all accessories, from DB-B2 to new dedicated socket outlet points in powerskirting as shown on site.		m	50	
3.8	Supply, install and connect two x 4mm ² PVC conductors, from new switchgear in DB-B2, to new dedicated socket outlet points.		m	500	
3.9	Supply, install and connect 2,5mm ² Green PVC insulated earth wire from DB-B2, to new dedicated socket outlet points.		m	250	
3.10	Supply, install and connect new 100mm x 50mm 16A Dedicated Switched Socket Outlet Red SANS 164-4 outlets, complete with steel cover plates, similar or equal to "Crabtree Classic 16A Switch Socket Horiz Dedicated", in new and existing power skirting at positions shown on site.		No	14	

4 ISOLATOR POINTS					
4.1	Supply and install new 100mm x 50mm "YORK" weatherproof box at positions shown on site.	No	5		
4.2	Supply, install and connect new 60 Amp 100mm x 50mm triple pole isolators, complete with white steel cover plates, in new 100 x 50mm "YORK" weatherproof box at positions as shown	No	5		
4.3	Supply and install new 25mm "SABS APPROVED" PVC conduit, complete with all accessories, from DB-B2, via the roof space, surface on the wall and terminating in new "YORK" boxes.	m	450		
4.4	Supply, install and connect four x 4mm ² PVC conductors, from new switchgear in DB-B2, to new isolator points.	m	2000		
4.5	Supply, install and connect 2,5mm ² Green PVC insulated earth wire from DB-B2, to new isolator points.	m	500		
5 LIGHTS, LIGHT POINTS AND LIGHT SWITCH POINTS					
5.1	Install and connect existing light circuit wiring to new light switches at existing position shown on site.	m	15		
5.2	Supply and install new 20mm "SABS APPROVED" PVC conduit, complete with all accessories, from DB-B2 to new and existing light points and light switch points as shown on site.	m	200		
5.3	Supply, install and connect two x 2,5mm ² PVC conductors, from switchgear in DBs, to new and existing light points and light switch points.	m	1500		
5.4	Supply, install and connect 1,5mm ² Green PVC insulated earth wire from DBs to new and existing light points and light switch points.	m	500		
5.5	Supply and install new 50mm x 100mm white steel extension box at new position shown on site.	No	3		
5.6	Supply install and connect new 50mm x 100mm single lever light switch, complete with new white steel cover plate, at existing position shown on site.	No	1		
5.7	Supply install and connect new 50mm x 100mm two-lever two-way light switch, complete with new white steel cover plate, at new position shown on site.	No	1		
5.8	Supply install and connect new 50mm x 100mm two-way single lever light switch, complete with new white steel cover plate, at existing positions shown on site.	No	2		
5.9	Joint wires neatly in wall boxes with new suitable size ferrules, and insulate with suitable size heat shrink and insulation tape.	No	2		
5.10	Supply, install and connect new ceiling mounted PIR occupancy sensors with 360° angle and 6 meter detection range in toilets and kitchen.	No	5		
5.11	Supply, install and connect new 1.5m x two lamp, surface mounted wide body, Cold rolled mild steel with a white epoxy powder coated finish, open channel fluorescent luminaire with telescopic holders, at new and existing positions shown on site, similar or equal to "LASCON R1/T-258" complete with 2 x 22 watt LED cool white lamps, similar or equal to LEDWORX's single sided, T8 Milky cover tube "T8MS15SJA40024", at position shown on site. The lamps shall be constructed from polycarbonate with an aluminium strip, have an Integrated Constant Current driver, be Eco-friendly (mercury free) and have a 3 year guarantee. The luminaire shall be rated at IP 20.	No	30		

5.12	Supply and install new 22 watt LED cool white lamps, similar or equal to LEDWORX's single sided, T8 Milky cover tube "T8MS15SJA40024 on existing 1,5m luminaires (retrofit). The lamps shall be constructed from polycarbonate with an aluminium strip, have an Integrated Constant Current driver, be Eco-friendly (mercury free) and have a 3 year guarantee.	No	50	
5.13	<p>Supply, install and connect new SANS APPROVED 17 Watt (2620lm) Round LED Bulkhead fittings, equal or similar to "BEKA 31 BULKHEAD LED 17W", at new and existing positions as shown on site. The luminaire base and trim ring shall be manufactured of a high-pressure die-cast marine grade aluminium (EN 1706 AC-44300). The trim ring casting shall be mounted onto the base casting by means of stainless steel M5 Allen head screws, located outside the lamp compartment. The base and trim shall be finished with epoxy powder coating.</p> <p>An opal non-discolouring high impact acrylic injection moulded diffuser shall be used. It shall offer excellent vandal resistance, be highly translucent and shall not discolour even when subjected to the harshest UV environments. A silicon sponge gasket shall be fitted into a special groove in the diffuser to prevent damage to the gasket during installation and to achieve the certified ingress protection rating of IP65. All interconnecting wiring shall be Teflon insulated. The LEDs shall be mounted on a PCB module with a Constant current Driver, that is mounted directly on the base casting, and shall have an Operating temperature (Ta): -20°C to +35°C, Minimum 60 000hrs useful lifetime (L70) and Effective high-power LED, 4000K Correlated colour temperature at a colour rendering index >80. The luminaire shall have a degree of protection that complies with SANS 60598-2-1. The Lamp compartment shall be rated at IP65.</p>	No	8	

6	TESTING AND COMMISSIONNING			
6.1	Inspections, testing and handing over of complete installation in the presence of the Engineer and certify the results on the Certificate of Compliance by an Accredited person.	Item	Sum	

SUBTOTAL

NOTE: ALL ITEM PRICES MUST BE COMPLETELY FILLED IN.

Company Name:

Tender Price in words:

.....

.....

.....

Name and Surname of Tenderer:

DATE:

Signature of Tenderer:

C ELECTRICAL INSTALLATION

1 DISTRIBUTION BOARDS AND SWITCHGEAR

NOTE: ALL SINGLE POLE CIRCUIT BREAKERS, SINGLE PHASE EARTH LEAKAGE UNITS AND ISOLATORS SHALL BE RATED AT 3 KA, UNLESS OTHERWISE SPECIFIED.

- 1.1 Switchgear shall be mounted and wired as per Sub clause 27.2.3, page 61 of Part A of the Electrical Specification (Feb 1993).
- 1.2 All switchgear shall be as described in Sub clauses 31.5 and 31.6, page 81 of Part A of the Electrical Specification (Feb 1993).
- 1.3 All existing Distribution Board shall be clearly labeled in accordance with sub clause 27.3.9 of Part A of Part A the Electrical Specification (Revised: Feb. 1993) and shall have legends installed with circuit breaker numbers relating to the room names or numbers. **NO DYMO TAPE SHALL BE ALLOWED ON THIS SERVICE.**

2 LABELING OF DISTRIBUTION EQUIPMENT

- 2.1 All Distribution Boards shall be clearly labeled in accordance with sub clause 27.3.9 of Part A of Part A the Electrical Specification (Revised: Feb. 1993) and shall have legends installed with circuit breaker numbers relating to the room names or numbers. **NO DYMO TAPE SHALL BE ALLOWED ON THIS SERVICE.**
- 2.2 Processed plastic equipment labels are to be fitted on the equipment cover plates of all boards, immediately below the switchgear and circuit breakers.
- 2.3 All single pole circuit breakers shall be numbered with processed plastic labels.
- 2.4 All labels shall be fixed to the cover plates by means of brass thread screws and nuts. Under no circumstances must metal slides be used for this purpose.
- 2.5 Labels are also to be provided on the outside in the centre at the top of each board, indicating the name and number of the board.

3 GENERAL

- 3.1 All electrical material used on this service shall be SABS APPROVED and must be stamped with the SABS mark.

4 PVC SWA CABLES

- 4.1 Cables, including the installation, glands, trenching, testingetc., shall be in accordance with Clauses 26.3, 26.4, 26.5 and 26.6, Pages 45 to 52 of Part A of the General Technical Specification for Electrical Installation (as revised Feb. 1993).

5 SOCKET OUTLET POINTS AND SWITCH SOCKET OUTLETS

- 5.1 The socket outlets shall be as described in sub clause 38.1 of Part A of the Electrical Specification (1993).

6 GENERAL

- 6.1 All electrical material used on this service shall be SABS APPROVED and must be stamped with the SABS mark.

7 LUMINAIRES

- 7.1 The new fluorescent fittings used on this service shall be equal and similar in all respects to the units as specified in clause 41, Page 106 of Part A of the Electrical Specification (Feb 1993).
- 7.2 Only one make of fluorescent luminaire with low energy lamps shall be allowed on this service.
- 7.3 The new fluorescent luminaires shall be mounted in accordance with clause 36, page 105 of Part A of the Electrical Specification (1993).
- 7.4 **N.B FLUORESCENT LUMINAIRE WITH SNAP ON LAMP ASSEMBLY UNITS SHALL NOT BE ALLOWED ON THIS SERVICE.**
- 7.5 The new round bulkhead without interior that is used for the mounting of the photocell units, shall be similar and equal to the new round bulkhead luminaires with low energy lamps used on this

8 LIGHT POINTS, SWITCH POINTS AND SWITCH UNITS.

- 8.1 The switches shall be as described in clause 37, Page 106 of Part A of the Electrical Specification (1993).

9 PVC INSULATED WIRING

- 9.1 Wiring shall be done as per sub clause 26.7 of Part A of the Electrical Specification (1993), unless stated otherwise.

10 EARTHING

- 10.1 Installation shall be effectively earthed in accordance with the 'SANS 10142-1' and to the requirements of the supply authority. All earth conductors shall be stranded, PVC conductors.

11 OCCUPATIONAL HEALTH AND SAFETY

- 11.1 The contractor's attention is drawn to the Notes to Tenderers, "Occupational Health and Safety Act" (85/1993). Contractors must acquaint themselves with the full contents of the Occupational Health and Safety Act (Act 85 of 1993) as well as the Constructions Regulations 2003 published in the Government Gazette No 25207 (18 July 2003).
- 11.2 An O. H. & S. Specification is provided. The total cost of all health and safety items must be allowed for under this clause as no additional claims in this regard will be entertained.

12 STANDARDS/ COMPLIANCE CERTIFICATES

- 12.1 This installation shall be carried out as specified in General Technical Specification for Electrical Installations (Feb 1993) and in accordance with the SANS Code of Practice for the Wiring of Premises (SANS 10142-1 as amended).
- 12.2 On completion of the electrical installation, all valid documentation as per clause 42, Page 121 to 124 of Part A of the Electrical Specification (e.g. Certificate of Compliance), must be completed by accredited persons and handed over to project leader.

.....
END OF SPECIFICATION

PROJECT SPECIFICATION

FRANCES BAARD DISTRICT OFFICE - HADISON PARK

ELECTRICAL REPAIRS

ITEM	DESCRIPTION	UNIT	QTY	RATE	COST
A EXISTING INSTALLATION					
1	Disconnect and remove existing circuit breaker pedestal complete at position shown and store on site for re-use by the Department. Make Supply cabling safe.	No	1		
2	Disconnect and remove existing 100 Amp triple pole circuit breakers in DB-B2 and store on site for re-use by the Department.	No	2		
3	Disconnect and remove existing earth leakage units in DB-B2 and store on site for re-use by the Department.	No	2		
4	Disconnect existing supply cables from three phase circuit breakers in DB-B2.	No	2		
5	Remove existing cables at positions shown and store on site for re-use by the Department.	m	40		
6	Disconnect and remove existing normal socket outlets at positions shown on site, and store on site for re-use by the Department.	No	8		
7	Disconnect and remove existing light switches at positions shown on site, and store on site for re-use by the Department.	No	4		
8	Disconnect and remove existing luminaires and store on site for re-use by the Department.	No	27		
9	Remove existing Fluorescent lamps at positions shown on site.	No	25		
10	Disconnect and remove existing light circuit wiring from switches at positions shown and store on site for re-use by the Department.	m	40		
B NEW INSTALLATION					
1 DISTRIBUTION BOARD AND SWITCHGEAR					
1.1	Supply, install and connect the following new dual mount switchgear, in DB-B2:				
1.1.1	63 A double pole 30 mA 6kA Earth Leakage Unit with overload protection [Similar or equal to CBi QF17A] (Normal Plugs only).	No	2		
1.1.2	20 Amp, 6 kA single pole circuit breaker [Similar or equal to CBi QF-1(13)] (Normal and Dedicated socket outlets).	No	12		
1.1.3	20 Amp, 6 kA triple pole circuit breaker [Similar or equal to CBi QF-3(13)] (A/C circuits).	No	5		
1.1.4	10 Amp, 6 kA single pole circuit breaker [Similar or equal to CBi QF-1(13)] (Light circuit).	No	1		
1.2	Align all circuit breakers to ensure that the coverplate closes properly.	No	1		
1.3	Update legend card and label all circuits in DB.	No	1		
1.4	Supply and install new danger sign on door of DB, dimensions 150mm x 150mm. (Drawing WW1).	No	1		
1.5	Supply and install new circuit breaker blanks in Distribution Board.	No	20		
1.6	Supply and install new "In case of Emergency..." sign.	No	1		

Any one of the following valid documents reflecting your name and physical residential address will be sufficient as proof of residence:

- Utility bill, e.g. municipal water and lights account or property managing agent statement
- Bank statement
- Municipal councillor's letter
- Tax certificate
- Recent active lease or rental agreement
- Municipal rates and taxes invoice not older than 3 months
- Account statement from a NCR (National Credit Regulator) registered service provider (NCR number must be visible/recorded on the document)
- Security service providers registered with PSIRA (Private Security Industry Regulatory Authority), e.g. Chubb, ADT (PSIRA number must be visible/ recorded on the document)
- Telephone or cellular telephone statement
- Official SARS document (not eFiling documentation)
- Valid television license renewal letter
- Television license renewal/confirmation letter
- Subscription TV, e.g. MultiChoice statement
- Home loan statement
- Long/short term insurance policy documents from a Financial Services Provider (FSB number must be visible/recorded on the document)
- Motor vehicle registration/license documents
- Body corporate/governing body letter or statement
- Official employer letter for employees residing on company/ institution premises
- Official university/technicon/college or tertiary institution registration letter
- Affidavit to confirm address (only applicable to individuals please see link below with an example of the affidavit)
- Posted traffic fine from a Metro police department (E-toll statements are not accepted)
- Medical aid statement or policy document (policy number must be visible on the document)
- Letter from municipality confirming residential address or business address (for business clients)
- Tribal authority letter confirming residential address or business address (for business clients)
- Signed letter from an independent auditor/accountant on their company letterhead confirming physical/trading/operational address for the business (for business clients).