



TENDER

APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS

SCMU5-23/24-0001

THE RELEVANT DESIGNATED SECTOR/S AND THEIR MINIMUM THRESHOLDS FOR LOCAL PRODUCTION & CONTENT FOR THE ITEMS ARE (WHERE APPLICABLE):

- a. PVC Pipes minimum threshold for local content at 100%

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 29 August 2023

TIME: 11:00 am

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





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ANNEXURE 1 – BILLS OF QUANTITIES	380 x PAGES
ANNEXURE 2 - DRAWINGS	20 x PAGES



THE TENDER



PART T1

TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **3 SO or Higher** in the following Class of works (**SO**) to tender for the **“APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS”** for a **24 Months’** contract. The contract will be based on the NEC 2013 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Bid documents will be available on **04 August 2023**. Bid documents will be available at departmental website, (<https://www.ecdpw.gov.za/tenders/>) or from the National Treasury’s tender portal (<https://www.etender.gov.za/content/advertised-tenders>). No bids documents will be available at departmental offices.

Below is a link containing a bill of Quantities:

[GENERAL PLUMBING BILL-2023 -Unpriced BoQs.xlsx](#)

There will be no compulsory site briefing

Queries relating to the issue of these documents may be addressed in writing to SCM email: ntomboxolo.koko@ecdpw.go.za **Technical enquiries:** may be addressed in writing to **Mr.S. Zenzile** – email: Sizwe.Zenzile@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00 AM** on **29 August 2023** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **“SCMU5 -23/24 - 0001: “APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS”** must be deposited in the bid box, **GROUND FLOOR, CORNER OWEN AND VICTORIA STREET, DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, MTHATHA, 5099.**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

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

B. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

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

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

Maximum points on price	-	80 points
Maximum points for Specific goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES



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

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **120 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked “SCMU5 - 23/24 - 0001”: “**APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS:**” must be deposited in the bid box, **GROUND FLOOR, CORNER OWEN & VICTORIA STREET, DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, KD MATANZIMA BUILDING, MTHATHA.**

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

- **SCM RELATED ENQUIRIES**

Email Address: ntomboxolo.koko@ecdpw.go.za

TECHNICAL ENQUIRIES

Mr. S. Zenzile

Tel No: **071 491 2851**

Email Address: sizwe.zenzile@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



PART T1.2: TENDER DATA



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender.

The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

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

Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape Province
3.2	<p>The tender documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bills of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 - Site information</p>
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer's agent is:</p> <p>Name: Mr. S. Zenzile</p> <p>Department of Public Works & Infrastructure</p> <p>KD Matanzima Building</p> <p>Mthatha</p> <p>Tel No: 071 491 2851</p> <p>Email Address: sizwe.zenzile@ecdpw.gov.za</p>
3.5	The language for communication is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.



4	Tender's obligations
4.1	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <p>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3 SO OR HIGHER class of construction work; and</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade 3SO or Higher class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 3SO or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as follows NEC 2013 The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<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>
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the clarification meeting</p>
4.8	<p>Seek clarification</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i></p>
4.9	<p>Tenderers are required to state the rates and currencies in Rands.</p> <p>Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p> <p>State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.</p>
4.10	<p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations.</p> <p>Do not make erasures using masking fluid.</p>



4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, FRONT CORNER OF KD MATANZIMA BUILDING, MTHATHA. Physical address: Ground Floor, Corner Owen & Victoria Street, KD Matanzima Building, Mthatha, 5099. Identification details: SCMU5 - 23/24 - 0001: "APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS" Closing time and date: 29 August 2023 at 11:00 AM
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days . Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and



	<p>time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state.</p> <p>Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.</p>
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	<p>The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time.</p> <p>If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.</p>
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours .
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	<p>Determine, after opening and before detailed evaluation, whether each tender offer that was properly received</p> <ul style="list-style-type: none"> a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. <p>A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would</p> <ul style="list-style-type: none"> d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
5.6	<p>Arithmetical errors, omission and discrepancies</p> <p>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>For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.



Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

5.7.2

The procedure for the evaluation of responsive tenders is **Method 2: Administrative, Price and Preference**

Phase 1: Administrative requirements and Mandatory requirements

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

1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or consortia.
5. Form of offer and Acceptance must be duly completed. **NB:** If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
6. SBD 4- Declaration of Interest: SBD4 must be duly completed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1. **NB:** Failure to disclose such interest the bidder will be eliminated that information will be verified by the evaluation committee through CSD.
7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit).
8. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.
9. Resolution to Sign (must be completed, if applicable).
10. Declaration of Employees of the State or other State Institutions.
11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.



Other Conditions of bid (Non eliminating unless expressly mentioned in the document):

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where bidder's status found non-compliant the bidder will be granted 7 days to correct status. **A bidder that fails to rectify its tax matters with SARS will declared non-responsive.**
3. The bidder has duly completed and signed the **SBD 1**, and **SBD 6.1**.
4. Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead in non-awarding of points for specific goals.**
5. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
7. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. The bidder must also list all projects where there are pending litigations or litigations have been concluded. The form for this is also attached after Annexure J.
9. The Department will contract with the successful bidder by signing a formal contract.
10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
12. DPWI Policy applies.
13. Protection of personal information: Consent (POPIA)

14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC 2013)

2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/PPPFA OF 2022

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000* (Act No. 5 of 2000) and Specific goals/ PPPFA Regulations of 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

Please note:

1. **Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals**
2. **The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise**
3. **All information will be verified through CSD**
4. **SBD 6.1 is attached**

The 80/20 preference point system for acquisition of services, works or goods not exceeding Rand value of R50 million:



	<p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - \frac{(P - P_m)}{P_m})$ <p>The value of value of W_1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</p>
5.7.3	The procedure for the evaluation of responsive tenders is Method 2 (Administrative compliance, price and specific goals)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.8	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	<ul style="list-style-type: none"> h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate



	<p>the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.</p> <p>m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid.</p> <p>n) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.</p> <p>o) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>p) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.</p>
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	<p>The additional conditions of tender are:</p> <ul style="list-style-type: none"> Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	<p>Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated.</p> <ul style="list-style-type: none"> Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	<p>Returnable Schedules required for tender evaluation purposes</p> <p>The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"> Record of Addenda to Tender Documents Proposed amendments and qualifications Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). SBD 1, 4, 6.1, Protection of personal content: Consent Form of Offer and Acceptance Complete priced Bills of Quantities, including Final Summary Certificate of Authority for Joint Ventures
3	<p>Other documents required for tender evaluation purposes</p> <p>The tenderer must provide the following returnable documents:</p> <ul style="list-style-type: none"> A CSD Report for a contractor with valid and correct information. A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	<p>Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract</p> <p>The tenderer must complete the following returnable documents:</p> <ul style="list-style-type: none"> A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required.



	<ul style="list-style-type: none"> In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	<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 nonresponsive.</p>
7	<p>Canvassing and obtaining of additional information by tenderers</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
8	<p>Prohibitions on awards to persons in service of the state</p> <p>The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> who is in the service of the state; or if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or a person who is an advisor or consultant contracted with the Department or municipal entity. <p>In the service of the state means to be -</p> <ol style="list-style-type: none"> a member of:- <ol style="list-style-type: none"> any municipal council; any provincial legislature; or the National Assembly or the National Council of Provinces; a member of the board of directors of any municipal entity; an official of any Department or municipal entity; an employee of any national or provincial department; provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p>Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including -</p> <ol style="list-style-type: none"> the name of that person;



	<p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p>Respond to requests from the tenderer</p> <p>The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.</p>
11	<p>Opening of tender submissions</p> <p>Tenders will be opened immediately after the closing time for tenders</p>
12	<p>Scoring quality / functionality: N/A</p>
13	<p>Cancellation and re-invitation of tenders</p> <p>An organ of state may, prior to the award of the tender, cancel the tender if-</p> <ul style="list-style-type: none"> (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) <p>Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.</p>
14	<p>Dispute resolution mechanism will be done through the Adjudication route.</p>
15	<p>The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14:</p> <p>The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
16	<p>Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



PART T2

RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1,
- Protection of personal content: Consent



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-23/24-0001	CLOSING DATE:	29 August 2023	CLOSING TIME:	11:00 AM
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, CORNER OWEN & VICTORIA STREET, KD MATANZIMA BUILDING, MTHATHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs Ntomboxolo Koko		CONTACT PERSON	Sizwe Zenzile	
TELEPHONE NUMBER	047 505 2750		TELEPHONE NUMBER	071 491 2851	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ntomboxolo.koko@ecdpw.gov.za		E-MAIL ADDRESS	Sizwe.zenzile@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		a) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



Compulsory Enterprise Questionnaire

A

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: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

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:

.....
.....

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:

.....
.....

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.*



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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



2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-			
	(a) 100% black ownership	6	
	(b) 51% to 99% black ownership	4	
	(c) Less than 51% black ownership	0	
Black women ownership:-			
	(a) 100% black women ownership	4	
	(b) 30% to 99% black women ownership	2	
	(c) Less than 30% black women ownership	0	
Black youth ownership:-			
	(a) 100% black youth ownership	4	
	(b) 30% to 99% black youth ownership	2	
	(c) Less than 30% black youth ownership	0	
People with disability:-			
	(a) 20% or more disabled people ownership	2	
	(b) Less than 20% disabled people ownership	0	
Locality:-			
	(a) Within the Eastern Cape	2	
	(b) Outside the Eastern Cape	0	
Local production and content (see Annexure B declaration certificate & summary schedule attached):-			
	(a) Compliant to local content requirements	2	
	(b) NON-Compliant to local content requirements	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....
.....



ANNEXURE B

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Annexure forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. **A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;**
2. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

IN RESPECT OF BID NO.: SCMU5-23/24-0001 : APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS:

ISSUED BY: EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

SIGNATURE: _____

DATE: _____

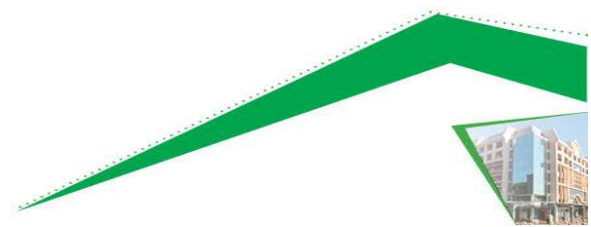


Local Content – Declaration Summary Schedule

Page No.	Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl. VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
				C1	C2	C3	C4	C5 (C3-C4=C5)	C6 (C1 x C4 = C6)	C7 (C1 x C3=C7)	C8
108,115 and 124	3,6 ,1-9 &70-84	PVC Pipes/Similar Approved and fittings	m	240	100%						
BID PRICE EXC VAT (R)++											
TOTAL IMPORTED CONTENT VALUE (R)											
TOTAL LOCAL CONTENT VALUE (R)											

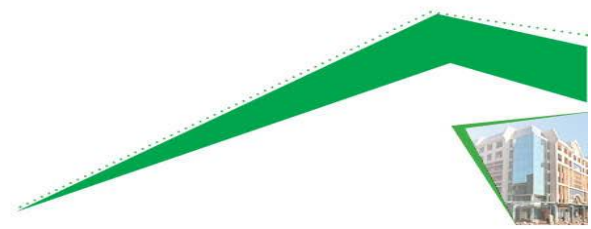
Signature of bidder _____

Date _____

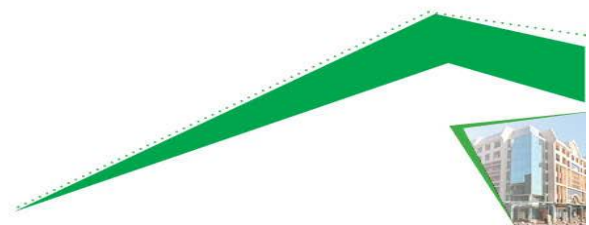


***PROOF OF REGISTRATION ON THE NATIONAL
TREASURY CENTRAL SUPPLIER DATABASE (CSD
REPORT)***

(ATTACH HERE)



VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

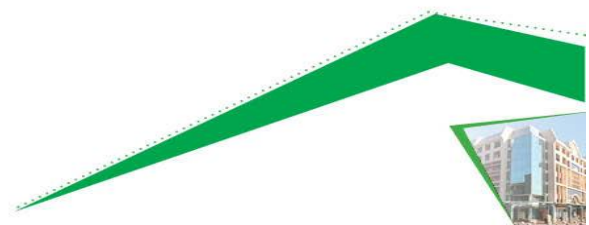
The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.



2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations
 - a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
 - c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
 - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

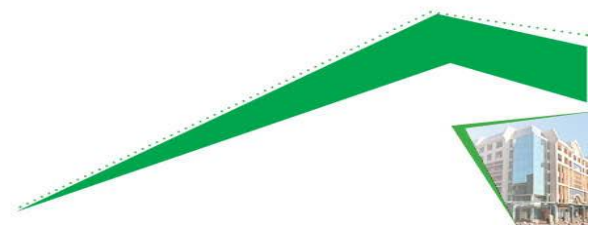
On behalf of the Client:

.....
Signature

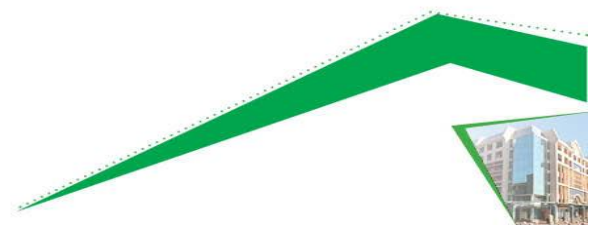
.....
Date

.....
Position

.....
Name of Client Representative

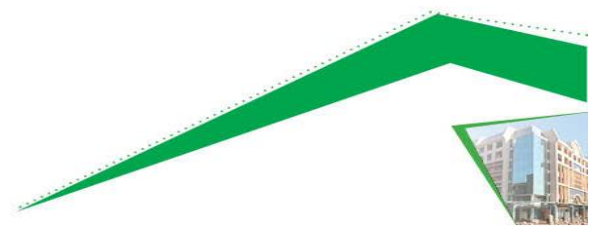


THE CONTRACT

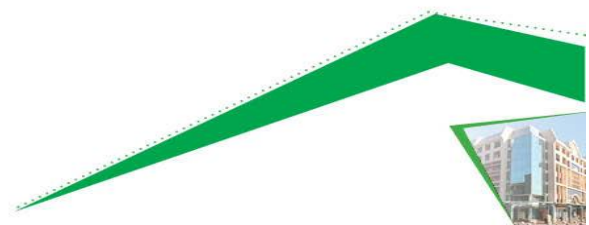


PART C1

AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU number	SCMU5-23/24-0001

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Appointment of service provider for a term contract for Plumbing Maintenance and Repairs at various Government Buildings in O.R Tambo Region for a period of two (2) years

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

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

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

..... Rand (in words);

R(in figures) (or other suitable wording)

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

Signature

.....
Name

.....
Capacity

.....
for the tenderer

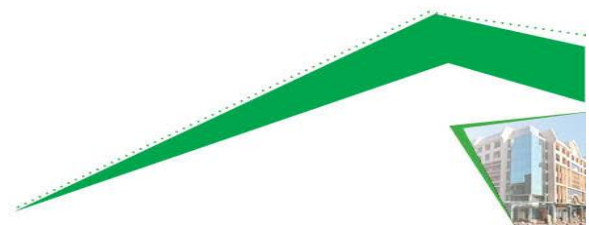
.....
(Name and address of organization)

Name and signature

of witness Date

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the



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

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

Signature

.....
Name

.....
Capacity

.....
for the Employer

.....
(Name and address of organization)

Name and signature

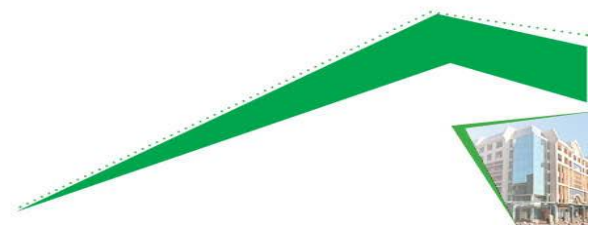
of witness Date

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details



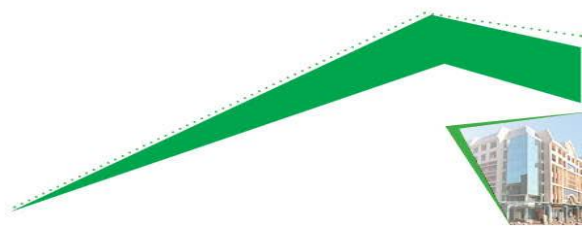
4 Subject
Details

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

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

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

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



A

RECORD OF ADDENDA TO BID DOCUMENTS

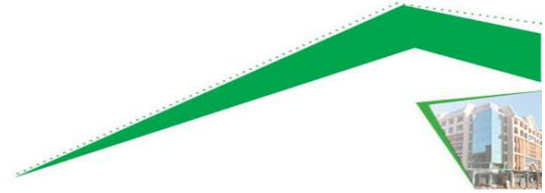
PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS		
SCMU NUMBER	SCMU5-23/24-0001		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

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

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-23/24-0001

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct



Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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



DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

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



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms
....., authorized signatory of the company
....., acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS	
SCMU NUMBER	SCMU5-23/24-0001	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....



E

CAPACITY OF THE BIDDER

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-23/24-0001
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)</i></p>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		
<p>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.</p>			



Signed:	Date
Name:	Position
Enterprise Name:			



F

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

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

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

Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



G

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

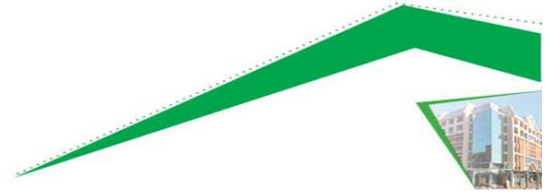
The description of each project must include the following information:

2. Essential introductory information:
 - 2.1. Name of project.
 - 2.2. Name of client.
 - 2.3. Contact details of client.
 - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

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



Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

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

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

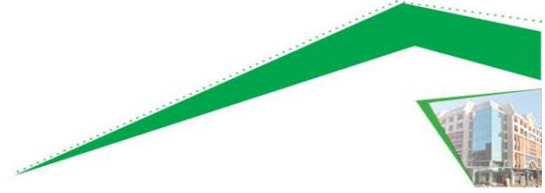
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....

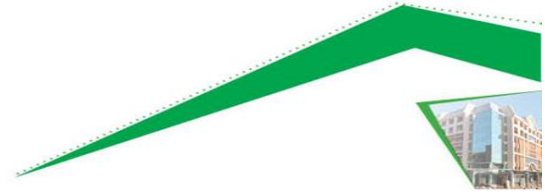


I

SCHEDULE OF TENDERER'S LITIGATION HISTORY

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

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					



Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



J

Project Reference Forms – 1

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-23/24-0001

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

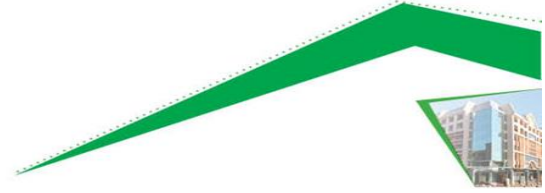
I, _____ (name and surname) of
_____ (company name) declare
that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO
-----	----



--	--

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 2

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-23/24-0001

‘NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare
that I was the Project Manager on the following building construction project successfully
executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:



YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



Project Reference Forms – 3

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-23/24-0001

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting “Yes” in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						



B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2022.

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date

J

BASELINE RISK ASSESSMENT

62 | Page

SCMU5 - 23/24 – 0001



PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
SCMU NUMBER	SCMU5-23/24-0001
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



K

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL



PROJECT NAME	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
PROJECT DESCRIPTION (SCOPE)	RENOVATIONS, UPGRADING AND MINOR ADDITIONS
SCMU NUMBER	SCMU5-23/24-0001
CONTRACTOR NAME:	

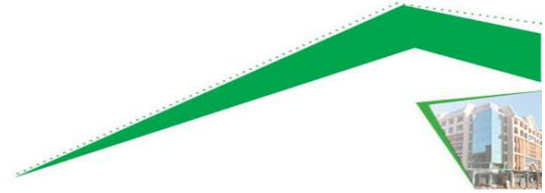
- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

<u>Bills No.</u>	<u>Description of services, works or goods</u>	<u>Unit (e.g. m2, m3, ton, etc)</u>	<u>Quantity</u>	<u>Stipulated minimum threshold %</u>
	<u>Steel and PVC Products</u>			
Page 82 item 1	110mm pipes	m	100	100%
Page 82 item 1	110mm Bend	No	15	100%
Page 82 item 3	110mm Two-way full-flow outlet	No	5	100%
Page 83 item 4	100 x 125mm Ogee eaves gutters	m	100	100%
Page 83 item 5	Extra over 100 x 125mm Ogee eaves gutter for stopped end	No	10	100%
Page 83 item 6	100 x 125mm Ogee eaves gutter for outlet with nozzle for 200 mm long in bottom of gutter	No	10	100%
Page 83 item 7	110mm diameter rain water downpipe fixed to pipe clips at 1000mm centres	m	20	100%



Page 83 item 8	Extra over 110mm rainwater pipe for bend	No	20	100%
Page 87 item 28	Trendline Model QLX611 Code 310331 drop-in single end bowl sink, size 800 x 460mm with one 340 x 370 x 140mm deep bowl	No	5	100%
Page 87 item 29	"Franke SA94 grade 304 18/10" or similar approved stainless steel single bowl drop-in sink with right-hand drainer (code 310507) overall size 900 x 535mm with one 460 x 410 x 120mm deep	No	5	100%
Page 87 item 30	"Franke Quinline" or similar approved stainless steel double bowl drop-in sink with satin finish (code QLX 621-120)) overall size 1200 x 500mm wide,	No	5	100%
Page 87 item 31	1160 x 510mm Franke Galileo sink with two end bowls	No	5	100%
Page 87 item 32	Taphole stopper	No	10	100%
Page 87 item 33	510 x 405mm "Daisy" 7061 lavatory basin on 57150 floor mounted pedestal	No	5	100%
Page 88 item 40	50mm uPVC one-way vent valve	No	10	100%
Page 89 item 42	40mm uPVC resealing "P" or "S" trap	No	10	100%
Page 89 item 43	32mm Flowstar "S" trap	No	10	100%
Page 91 item 70	40mm Pipe	No	30	100%
Page 91 item 71	50mm Pipe	No	20	100%
Page 91 item 72	110mm Pipe	No	15	100%
Page 91 item 73	40mm Pipe chased into wall	No	15	100%
Page 91 item 74	40mm Bend	No	10	100%



Page 91 item 75	50mm Bend	No	10	100%
Page 91 item 76	110mm Bend	No	10	100%
Page 91 item 77	110mm Pan connector	No	20	100%
Page 91 item 78	40mm Access bend	No	10	100%
Page 91 item 79	50mm Access bend	No	5	100%
Page 91 item 80	110mm Access bend	No	5	100%
Page 91 item 81	110x110x 40mm reducing junction	No	5	100%
Page 91 item 82	110x110x 50mm reducing junction	No	5	100%
Page 91 item 83	40 x 50mm Reducer	No	5	100%
Page 91 item 84	110mm "G.I Two-way" vent valve	No	5	100%
Page 92 item 86	75mm Diameter Class 12 galvanised mild steel pipe	No	20	100%
Page 92 item 87	75mm Bends	No	5	100%
Page 92 item 88	75mm Tee	No	5	100%
Page 95 item 121	25mm Pipe	m	15	100%
Page 95 item 122	32mm Pipe	m	10	100%
Page 95 item 123	40mm Pipe	m	10	100%
Page 95 item 124	50mm Pipe	m	10	100%
Page 95 item 125	75mm Pipe	m	10	100%
Page 95 item 126	100mm Pipe	m	10	100%
Page 95 item 127	150mm Pipe	m	10	100%
Page 95 item 128	Connection of new 25mm pipe	No	4	100%



Page 95 item 129	25mm Fittings	No	5	100%
Page 96 item 130	40mm Elbow	No	4	100%
Page 96 item 131	150mm Elbow	No	4	100%
Page 96 item 132	150mm Tee	No	4	100%
Page 96 item 133	32/25mm Reducer	No	4	100%
Page 96 item 134	50/40mm Reducer	No	3	100%
Page 96 item 135	65/25mm Reducer	No	3	100%
Page 96 item 136	75/65mm Reducer	No	3	100%
Page 96 item 137	100/75mm Reducer	No	3	100%
Page 96 item 138	150/75mm Reducer	No	3	100%
Page 96 item 139	150mm uPVC to GMS straight connector	No	3	100%

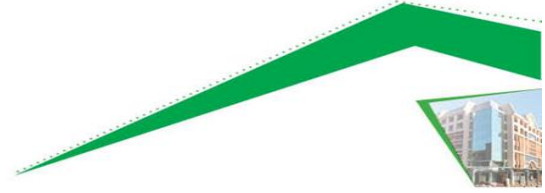
B. CONFIRMATION

- I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

.....
Representative of the Contractor (Name)

.....
Signature

.....
Date



PART C1.2: CONTRACT DATA

Part 1– Data provided by the Employer

Clause	Statement	Data
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1. General

The conditions of contract are the core clauses and the clauses for main Option:

A Priced contract with price list

dispute resolution Option and secondary Options

W1 Dispute resolution procedure

X1 Price adjustment for inflation

X13 Performance Bond

X17 Low service damages

X18 Limitation of liability

X19 Task Order

of the NEC3 Term Service Contract (April 2013)

X20 Key Performance Indicators

10.1 The Employer is (name):

Department of Public Works and Infrastructure



Address	Department of Public Works and Infrastructure KD Matanzima Building Corner Owen and Victoria Street Mthatha 5099
Represented By:	TBA
Tel No.	
Fax No.	

10.1	The Service Manager is (name):	Sizwe Zenzile
	Address	Department of Public Works Infrastructure 4 th Floor office No 15 KD Matanzima Building Corner Owen and Victoria Street 5099
	Tel	071 491 2851
	e-mail	Sizwe.Zenzile@ecdpw.gov.za
	The Service Manager is (name):	Sizwe Zenzile
11.2(2)	The Affected Property is	Various Government Buildings in O.R Tambo Region.
11.2(13)	The service is	Re-active Plumbing Maintenance to Government Buildings in O.R Tambo region.
11.2(14)	The following matters will be included in Risk register	Working on Heights, fall protection plan and noise control
11.2(15)	The Service Information is in	The Contract Part 1: Service Information - Scope of Works. Works Information and all documents which it makes reference.
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days



2. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)

21.1 The Contractor submits a first Plan for 2 weeks of the Contract Date acceptance within

3. Time

30.1 The starting date is Site handover after the contract has been signed.
30.2 The service period is 24 Months – Please note: Either the expiry of the contract period or depletion of the contract amount, whichever comes first would terminate the contract.

4. Testing and defects

Special testing may be requested by the Service Manager.

5. Payment

50.1 The assessment interval is Monthly
51.1 The currency of this contract is the South African Rand
51.2 The period with which payments are made is 30 Days after submission of a valid TAX Invoice to the Employer
51.4 The interest rate is (i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands

6. Compensation Events

(if the optional statement for this section is not used, no data will be required for this section)

These are additional compensation N/A events



7. Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
--	---

8. Risks and Insurance		
80.1	These are additional Employer's risks	N/A
83.1	The Employer provides these insurances from the Insurance Table	N/A
83.1	The Employer provides these additional insurances	N/A
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	R 5 000 000.00
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	R 5 000 000.00
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	R 5 000 000.00
83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00

9. Termination	No data is required for this section of the conditions of contract.
-----------------------	---



10. Data for main Option Clauses

	A Priced Contract with Price List	Option A
20.5 final	The Contractor prepares forecasts of the total of the Prices for the whole of the service at intervals of no longer than	4 Weeks

11. Data for Option W1

W1.1	The Adjudicator is (Name)	TBA
	Address	
	Tel. No,	
	Fax No.	
	Email	
W1.2(3)	The Adjudicator nominating body is:	TBA
W1.4(2)	The Tribunal is:	Arbitration
W1.4(5)	The Arbitration Procedure is	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.
	The place where arbitration is to be held is	South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.
	- If the Parties cannot agree a choice or	
	- If the procedure does not state who selects an arbitrator, is	



12. Data for Secondary Option Clauses

X1 Price Adjustment for Inflation

X1.1 The base date for indices is Tender Closing Date

The proportions used to calculate the Price Adjustment Factor are:

Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 12 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract

Proportion	Linked to Index for	Index prepared by (Source)
	Non-Adjustable**	
100%		

X13 Performance Bond

X13.1 The Contractor gives the Employer a performance bond The Tenderer must provide a Performance Bond in the form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.

X17 Low Service Damages

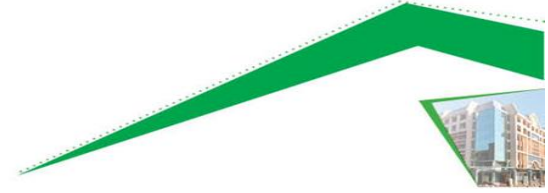
X17.1 The service level table is in As per Demerit Table in Contact Data – Annexure CD1

X18 Limitation of Liability

X18.1 The Contractor's liability to the Employer for indirect or consequential loss is limited to R0.0 (zero Rand)



X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	R2 500 000.00
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	<p>The greater of</p> <ul style="list-style-type: none"> the total of the Prices at the Contract Date And R2 500 000
X18.4	The Contractor's liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	N/A
X18.5	The end of liability date is	3 Months after the end of the Service Period.
X19	<p>Task Order</p> <p>The Contractor submits a Task Order programme to the Service Manager within</p>	<p>Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager.</p> <p>Maintenance Turn- around times are stated in the Works Instructions under specification clause GM7.</p>
X20	Key Performance Indicators	Key performance Indicators will be used to monitor Contractor performance on a monthly basis



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
 (name of company / organization) of
 (address) and. (name of
 company / organization) of
 (address) (the
 Parties) and. (name) of
 (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated
 and known as.
 and these disputes or differences shall be/have been* referred to adjudication in accordance with the
 CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has
 been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
 Name: _____

SIGNED by: _____
 Name: _____

SIGNED by: _____
 Name: _____



who warrants that he / she is
duly authorized to sign for and
on behalf of the first Party in the
presence of

who warrants that he / she is
duly authorized to sign for and
on behalf of the second Party in
the presence of

the Adjudicator in the presence
of

Witness _____
Name: _____
Address: _____

Witness: _____
Name _____
Address: _____

Witness: _____
Name: _____
Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

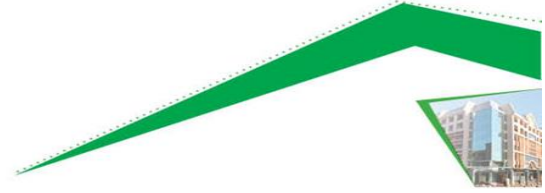


CONSTRUCTION HEALTH AND SAFETY

AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS



EPWP SPECIFICATION
AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL
EPWP SPECIFICATIONS AND REQUIREMENTS.
FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT
www.epwp.gov.za



PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS

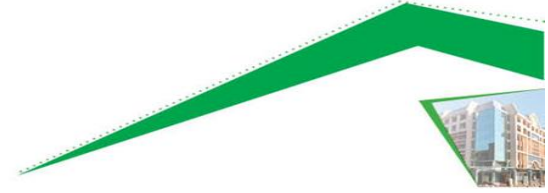
C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the NEC 2013 as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the preliminaries for the use of NEC 2013 Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0"



is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is Fixed
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 16 The tender price must include 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.



17. The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).



BILL OF QUANTITIES & TECHNICAL SPECIFICATION BILL OF QUANTITIES (BOQ):

APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS



BILL NO 1: PRELIMINARY & GENERALS

A1.0	<p>SECTION 1</p> <p>PRELIMINARIES</p> <p>MEANING OF TERMS "TENDER/TENDERER"</p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p>PRELIMINARIES</p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"</p> <p>PRICING OF PRELIMINARIES</p> <p>Should Option A, as set out in clause B10.3.1 hereafter be used for the adjustment of preliminaries, then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities</p> <p>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</p> <p>DEFINITIONS</p> <p>DEFINITIONS AND INTERPRETATION</p>	R	c
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Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:

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

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

Each Item Carried to Collection

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

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

"CONSTRUCTION PERIOD" means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "Corrupt Practice" is added:

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

Clause 1.1 Definition of "Fraudulent Practice" is added:

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

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

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, 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)

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

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

Each Item Carried to Collection

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

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

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

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed: Value related: Time related: .
Item

OBJECTIVE AND PREPARATION

A2.0 OFFER, ACCEPTANCE AND PERFORMANCE

Clause 2.0

Fixed: Value related: Time related: .
Item

A2.0 DOCUMENTS

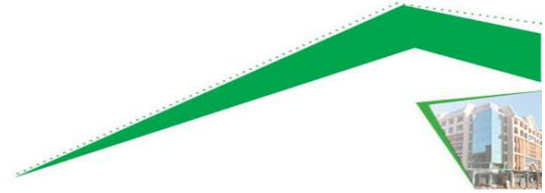
Clause 3.0

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

Clause 3.7 is amended by the addition of the following:



	<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>Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer"</p> <p>Fixed: Value related: Time related: . Item</p> <p>Each Item Carried to Collection</p> <p>A4.0 DESIGN RESPONSIBILITY</p> <p>Clause 4.0</p> <p>Clause 4.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Fixed: Value related: Time related: . Item</p> <p>A5.0 EMPLOYER'S AGENTS</p> <p>Clause 5.0</p> <p>Clause 5.1.2 is amended to include clauses 32.6.2, 34.3 and 38.5.8</p> <p>Fixed: Value related: Time related: . Item</p> <p>A6.0 SITE REPRESENTATIVE</p> <p>Clause 6.0</p> <p>Fixed: Value related: Time related: . Item</p> <p>A7.0 COMPLIANCE WITH REGULATIONS</p>		
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	<p>Clause 7.0</p> <p>Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p>		
A8.0	<p>WORKS RISK</p> <p>Clause 8.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p>		
A9.0	<p>INDEMNITIES</p> <p>Clause 9.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>Each Item Carried to Collection</p>		
A10.0	<p>WORKS INSURANCES</p> <p>Clause 10.0</p> <p>Clause 10.0 is amended by the addition of the following clauses:</p> <p>10.5 Damage to the Works</p> <p>(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary</p>	R	c



(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works

(c.) The employer shall carry the risk of damage to or destruction of the works and materials paid by the employer that is the result of the excepted risks as set out in 10.6

(d) Where the employer bears the risk in terms of this contract, the contractor shall, it requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against and liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whosoever 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 gains any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable

Each Item Carried to Collection

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(c.) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion

(e.) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the contractor shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury



to persons or damage to such property consequent on such removal or interference with the support until such portions of the works has been completed

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works

10.7 High risk insurance

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

10.7.1 Damage to the works

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

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

Each Item Carried to Collection

10.7.2 Injury to persons or loss of or damage to property

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

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



	<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 all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole</p>			
A11.0	<p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>LIABILITY INSURANCES</p> <p>Clause 11.0</p>			
A12.0	<p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>EFFECTING INSURANCES</p> <p>Clause 12</p>			
A13.0	<p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>Each Item Carried to Collection</p> <p>No Clause</p>	R	c	
A14.0	<p>SECURITY</p> <p>Clause 14.0</p>			



Clause 14.1 - 14.8 are amended by replacing them with the following

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

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

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

14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, or 14.7 as stated in the schedule. Such security shall be provided to the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected

14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

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

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

Each Item Carried to Collection

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



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

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

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

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

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

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

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

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

14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT) has been selected:

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

Each Item Carried to Collection

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



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

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

14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

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

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

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

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

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

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

Each Item Carried to Collection

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

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



	Fixed:	Value related:	Time related:	.			
	Item						
	EXECUTION						
A15.0	PREPARATION FOR AND EXECUTION OF THE WORKS						
	Clause 15.0						
	Clause 15.1.1 is amended by replacing it with: No clause						
	Clause 15.1.2 is amended by replacing it with:						
	The security selected in terms of 14.0						
	Clause 15.1 is amended by the addition of the following clause:						
	15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) calendar days of commencement date						
	Clause 15.2.1 is amended by replacing it with the following clause:						
	Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4						
	Fixed:	Value related:	Time related:	.			
	Item						
A16.0	ACCESS TO THE WORKS						
	Clause 16.0						
	Fixed:	Value related:	Time related:	.			
	Item						



	Each Item Carried to Collection			
A17.0	<p>CONTRACT INSTRUCTIONS</p> <p>Clause 17.0</p> <p>Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors"</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p>	R	c	
A18.0	<p>SETTING OUT OF THE WORKS</p> <p>Clause 18.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p>			
A19.0	<p>ASSIGNMENT</p> <p>Clause 19.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p>			
A20.0	<p>NOMINATED SUBCONTRACTORS</p> <p>Clause 20.0</p> <p>Clause 20.1.3 is amended by replacing it with the following:</p> <p>No clause</p> <p>Note: See item B9.1 hereafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums</p> <p>Fixed: Value related: Time related: .</p>			



	Item			
A21.0	SELECTED SUBCONTRACTORS			
	Clause 21.0			
	Clause 21 is amended by replacing it with:			
	No clause			
	Fixed: Value related: Time related: .			
	Item			
	Each Item Carried to Collection			
		R	c	
A22.0	EMPLOYER'S DIRECT CONTRACTORS			
	Clause 22.0			
	Fixed: Value related: Time related: .			
	Item			
A23.0	CONTRACTOR'S DOMESTIC SUBCONTRACTORS			
	Clause 23.0			
	Fixed: Value related: Time related: .			
	Item			
	COMPLETION			
A24.0	PRACTICAL COMPLETION			
	Clause 24.0			
	Fixed: Value related: Time related: .			
	Item			



A25.0	WORKS COMPETION			
	Clause 25.0			
	Fixed: Value related: Time related: .			
	Item			
A26.0	FINAL COMPLETION			
	Clause 26.0			
	Clause 26.1.2 is amended by inserting the "#" next to 26.1.2			
	Fixed: Value related: Time related: .			
	Item			
27.0	LATENT DEFECTS LIABILITY PERIOD			
	Clause 27.0			
	Fixed: Value related: Time related: .			
	Item			
	Each Item Carried to Collection			
A28.0	SECTIONAL COMPLETION			
	Clause 28.0			
	Fixed: Value related: Time related: .			
	Item			
A29.0	REVISION OF DATE FOR PRACTICAL COMPLETION			
	Clause 29.0			
	Clause 29.2.5 is amended by replacing it with:			
	No clause			
	Fixed: Value related: Time related: .			



A30.0	<p>Item</p> <p>PENALTY FOR NON-COMPLETION</p> <p>Clause 30.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>PAYMENT</p>		
A31.1	<p>INTERIM PAYMENT TO THE CONTRACTOR</p> <p>Clause 31.0</p> <p>Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"</p> <p>Clause 31.8 is amended by replacing it with the following two alternative clauses:</p> <p>Alternative A</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 materials and goods in terms 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificate issued up to the date of practical completion</p> <p>31.8(A).2 Ninety-seven per cent (97%) of such value in interim payment certificate issued on the date of practical completion and up to but excluding the date of final completion</p> <p>Each Item Carried to Collection</p> <p>31.8(A).3 Ninety-nine per cent (99%) of such value in the interim payment certificate issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>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</p>		



Alternative B

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

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

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

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

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

Clause 31.12 is amended by deleting the following:

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

Fixed: Value related: Time related: .

Item

Each Item Carried to Collection

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A32.0

ADJUSTMENT TO THE CONTRACT VALUE

Clause 32.0

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

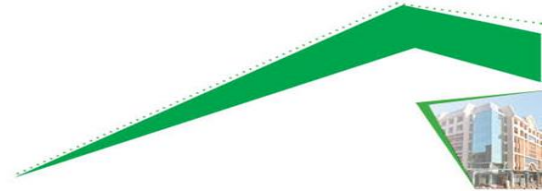
"Due to no fault of the contractor"

Fixed: Value related: Time related: .

Item



A33.0	<p>RECOVERY OF EXPENSE AND LOSS</p> <p>Clause 33.0</p> <p>Fixed: Value related: Time related: .</p> <p>Item</p> <p>Clause 34.0</p> <p>Clause 34.1 is amended by removing "#" next to 34.1</p> <p>Clause 34.2 is amended by inserting "#" next to 34.2</p> <p>Each Item Carried to Collection</p> <p>PRELIMINARIES AND GENERAL</p> <p>COLLECTION</p> <p>Brought Forward from Page</p> <p>Carried to Final Summary</p>	<p>Page No</p> <p>1-1</p> <p>1-2</p> <p>1-3</p> <p>1-4</p> <p>1-5</p> <p>1-6</p> <p>1-7</p> <p>1-8</p> <p>1-9</p> <p>1-10</p> <p>1-11</p> <p>1-12</p> <p>1-13</p> <p>1-14</p> <p>1-15</p> <p>1-16</p>	
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Item No	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION No. 2</u></p> <p><u>BILL No. 1</u></p> <p><u>ALTERATIONS</u></p> <p>The Tenderer is referred to the relevant Clauses in the Supplementary Preambles hereunder and Department of Public Works PW371 document.</p> <p>All work described in the following trades/bills are to be executed inside existing buildings.</p> <p>Prices are to allow for all of the above.</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p>Materials described as "Taking out and removing" and the like shall become the property of the Contractor unless the material item is specifically marked as "handing over to the Client" and must be removed from site and disposed of at a suitable place all at the Contractor's expense.</p> <p>Descriptions described as "Making good" - the Contractor shall allow for all costs of disconnecting and removing the said materials and preparatory work to receive new materials.</p> <p><u>View site</u></p> <p>Before submitting a tender, the Tenderers shall visit the site and satisfy themselves as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be worked on. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.</p> <p>The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent</p> <p>Page total carried forward</p>				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>General</u>				
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.				
	The Contractor will be required to take all dimensions affecting the existing buildings on the site and he will be responsible for the accuracy of all such dimensions where used in the manufacture of new items				
	<u>TEMPORARY BARRIERS, SCREENS, ETC.</u>				
	<u>Temporary hoarding inside existing building</u>				
1	Hoarding formed of 5mm thick plywood walling fixed to 50 x 50mm timber framework with intermediate members at 2m centres, etc fixed in position between brick walls including dismantling on completion and make good existing surfaces				
	<u>Temporary hoarding externally</u>				
2	Hoarding formed of 2100mm high Bonnox fencing securely fixed to and including treated gumpole fencing posts at 3m centres, with shade cloth covering for full height				
	<u>REMOVAL OF EXISTING WORK</u>				
	<u>Taking out and removing piping, sanitary fittings, etc. including disconnecting piping from fittings and making good floor and wall finishes</u>				
3	15mm Polycop piping including fittings and brackets	m	35		
4	15mm Copper piping including fittings and brackets	m	30		
5	40mm or 50mm PVC piping including fittings and brackets	m	35		
6	110mm PVC piping including fittings and brackets	m	30		
7	Vitreous china urinal complete with all waste pipes, etc.	No	50		
8	Vitreous china oval wash hand basin including taps, traps, etc	No	50		
9	Combination of two vitreous china oval wash hand basins with vanity top overall size 1600 x 540mm deep with 300mm overhang to front including taps, traps, etc.	No	80		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
10	Combination of two vitreous china oval wash hand basins with vanity top overall size 2470 x 530mm deep with 230mm overhang to front including taps, traps, etc.	No	40		
11	Combination of two vitreous china oval wash hand basins with vanity top overall size 2000 x 530mm deep with 230mm overhang to front including taps, traps, etc.	No	30		
12	Vitreous china WC pan with cistern, including stopcock and toilet seat	No	40		
13	15mm Pillar tap fixed to wall, etc.	No	60		
14	Shower fitting complete including trap, etc	No	20		
15	Wall mounted water heater size 280 x 290mm high including tap fitting, etc.	No	10		
16	Plastic soap dispenser from wall	No	20		
17	Plastic towel dispenser from wall	No	20		
	<u>Servicing</u>				
18	Servicing of existing pan connectors including replacing all rubber seals, etc.	No	300		
19	Servicing existing close-coupled cisterns including replacing damaged seats, rubber seals	No	300		
20	Servicing existing urinals connectors including replacing all rubber seals, batteries etc.	No	200		
	<u>Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u>				
22	Vitreous china wash hand basin, including short lengths of piping, etc	No	30		
23	Vitreous china WC pan with cistern, including short lengths of piping, etc	No	30		
24	Vitreous bath, including short lengths of piping, etc	No	10		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
25	Unblocking and cleaning of sewer lines to the ensure a smooth flow to the municipal line.	No	40		
26	Excavate in earth not exceeding 2m deep and 2m long for 15 to 75mm burst PVC/steel/asbestos water pipe, cut the broken pipe and replace with a new piece with necessary fittings. Including all necessary backfilling and carting-away surplus excavated material.	No	20		
27	Excavate in earth exceeding 2m and not exceeding 4m deep and 2m long for 15 to 75mm burst PVC/steel/asbestos water pipe, cut the broken pipe and replace with a new piece with necessary fittings. Including all necessary backfilling and carting-away surplus excavated material.	No	10		
28	Excavate in earth not exceeding 2m deep and 2m long for 40 to 110mm burst PVC/steel/asbestos sewer pipe, cut the broken pipe and replace with a new piece with necessary fittings. Including all necessary backfilling and carting-away surplus excavated material.	No	20		
29	Excavate in earth exceeding 2m and not exceeding 4m deep and 2m long for 40 to 110mm burst PVC/steel/asbestos sewer pipe, cut the broken pipe and replace with a new piece with necessary fittings. Including all necessary backfilling and carting-away surplus excavated material.	No	10		
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Item No	Description	Unit	Qty	Rate	Amount
	<p><u>SECTION No 2</u></p> <p><u>BILL No 2</u></p> <p><u>PLUMBING AND DRAINAGE (PROVISIONAL)</u></p> <p><u>MODEL PREAMBLES FOR TRADES</u></p> <p>For Preambles refer to "MODEL PREAMBLES FOR TRADES 2008". These "MODEL PREAMBLES", published by the Association of South African Quantity Surveyors, are deemed to be included in these Bills of Quantities and tenderers are to ensure that they are in possession thereof</p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>"Polycop" polypropylene pipes</u></p> <p>Polypropylene pipes 54mm diameter and under, shall be seamless copper coloured class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated. Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions. All pipe diameters are nominal external.</p> <p><u>Polylink" polypropylene pipes</u></p> <p>Polypropylene pipes 63mm diameter and over, shall be class 12 pipes jointed with cast iron "Supraclamp" running joints. Fusion welded bends, once or twice mitred as necessary, and tees shall be factory manufactured</p> <p>Page total carried forward</p>				



Item No	Description	Unit	Qty	Rate	Amount
	<p>Page total brought forward</p> <p>Fusion welded bends and tees shall include jointing to pipes with PVC rubber ring double Z joint couplers. Branch tees shall include flanged and bolted joints to "Polycop" branch pipes in addition and for brass compression male iron to copper straight couplers.</p> <p>Reducers shall include jointing to pipes with PVC rubber ring double Z joint couplers and reducers shall be of sufficient overall length to accommodate same. All pipes shall be jointed and fixed strictly in accordance with the manufacturer's instructions. All pipe diameters are nominal external.</p> <p><u>uPVC pressure pipes and fittings</u></p> <p>Pipes for water supply shall be of the class stated. Pipes of 40mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings. Pipes of 50mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints.</p> <p><u>uPVC pipes and fittings</u></p> <p>Sewer and drainage pipes shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed.</p> <p><u>Copper pipes</u></p> <p>Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016</p> <p>Page total carried forward</p>				



Item No	Description	Unit	Qty	Rate	Amount
	<p>Page total brought forward</p> <p>Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition</p> <p><u>Fixing of pipes</u></p> <p>Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc, casting in, building in or suspending not exceeding 1m below suspension level</p> <p><u>Disinfection of water pipework</u></p> <p>All pipework is to be disinfected in accordance with SABS 1200L</p> <p><u>Reducing fittings</u></p> <p>Where fittings have reducing ends or branches they are described as reducing. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc. will be entertained.</p> <p><u>Wire gratings</u></p> <p>Descriptions of gutter outlets etc shall be deemed to include wire balloon gratings</p> <p>Page total carried forward</p>				



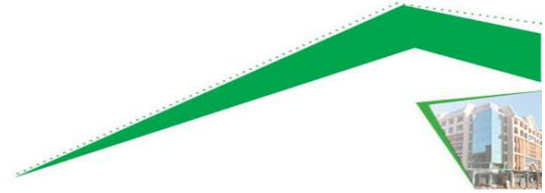
Item No	Description	Unit	Qty	Rate	Amount
	<p>Page total brought forward</p> <p><u>Laying, backfilling, bedding, etc. of pipes</u></p> <p>Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions. Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage</p> <p>Pipe trenches etc. shall be backfilled in accordance with clauses 3,5.5, 5.6, 5. and 7 of SABS 1200 DB : Earthworks (Pipe trenches). Pipes shall be bedded in accordance with clause 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LG : Bedding (Pipes). Unless otherwise described bedding of rigid pipes shall be class B bedding.</p> <p><u>Chasing</u></p> <p>Descriptions of pipes are deemed to include chasing.</p> <p><u>Excavations</u></p> <p>No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backing. "Soft rock" and "hard rock" be defined in "Earthworks"</p> <p><u>General</u></p> <p>Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting in concrete.</p> <p>Descriptions of overflow pipes where measured number, shall be deemed to include joints to cisterns and splay cut ends</p> <p>Descriptions of pipes laid in and including trenches shall be deemed to include excavations, bedding, backfilling , compaction to a minimum of 93% Modified AASHTO density and disposal and surplus material.</p> <p>Page total carried forward</p>				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<p>Descriptions of copper service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes. Descriptions of wc pans, etc shall be deemed to include joints for soil pipes(pan connectors seperately measured)</p> <p>Flush pans Flush pans shall have straight or side outlets and "P" or "S" traps as necessary</p> <p><u>Stainless steel basins, sinks, wash troughs, urinals, etc</u> Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable.</p> <p><u>Waste unions</u> Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.</p> <p><u>CPAP WORK GROUP</u> Unless otherwise stated all items in this bill will be Work Group 148</p> <p><u>RAINWATER DISPOSAL</u> <u>u PVC pipes</u> 1 110mm pipes m 100</p> <p><u>Extra over u PVC pipes for fittings</u> 2 110mm Bend No 15</p> <p><u>"Fulbore" or similar approved cast iron outlets</u> 3 110mm Two-way full-flow outlet No 5</p>				
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Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>0.8mm Chromadeck fascia gutters and accessories</u>				
4	100 x 125mm Ogee eaves gutters	m	100		
5	Extra over 100 x 125mm Ogee eaves gutter for stopped end	No	10		
6	Extra over 100 x 125mm Ogee eaves gutter for outlet with nozzle for 200 mm long in bottom of gutter for 110 mm diameter rainwater pipe including flexible coupling and domical grating No 57 0,8mm	No	10		
	<u>0.8mm Chromadek downpipes and accessories, cast into concrete</u>				
7	110mm diameter rain water downpipe fixed to pipe clips at 1000mm centres	m	20		
8	Extra over 110mm rainwater pipe for bend	No	20		
9	Extra over 110mm diameter rain water pipe for shoe	No	20		
	<u>STORMWATER DRAINAGE</u>				
	<u>Sumps, catchpits, inspection chambers(gratings and covers elsewhere measured)</u>				
10	- Junction box 450mm x 600mm , exceeding 250mm but not exceeding 500mm deep internally.	No	3		
11	<u>Inspection chambers with covers, gratings, etc</u> Inspection chamber size 600 x 450mm (internal) x 700mm deep at invert, constructed out of 150mm thick 15MPa concrete base, one brickwalls in 1:4 cement mortar including precast concrete surround with 25kg cast iron frame and lid. Including all necessary backfilling, benching and channelling at bottoms. Carting-away surplus excavated material	No	5		
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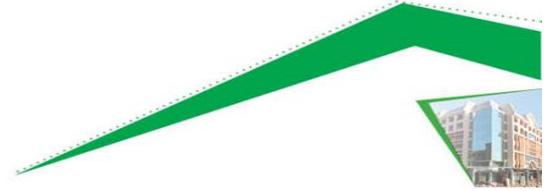
Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>Sundries</u>				
12	Test stormwater drainage pipe system	Item	1		
	<u>SOIL DRAINAGE</u>				
	<u>Sundries</u>				
13	Test drainage pipe system	Item	1		
	<u>SANITARY FITTINGS, INCLUDING CONNECTING TO SERVICES</u>				
	NOTE: Prices for sanitary fittings fixed to walls or abutting walls shall include for sealing against walls with silicone sealing compound. This shall apply to wash hand basins, sinks and drainers, urinals, WC cisterns, baths, shower trays , and the like.				
	All gaps between fittings and/or tiles and walls to be filled with white silicone.				
	<u>Vaal or other approved</u>				
14	Orchid vitreous china 90 degree outlet back inlet open rimwall hung pan Code 439016, fixed on and including floor bracket Code 8082Z0 with Objecta D Duroplast seat including pan connector fixed to concealed cistern.	No	20		
15	Pavia vitreous china white Code 9016700F 90 degree open rim, back inlet Orchid pan Code 439016, fixed on and including floor bracket Code 8082Z0 with electronic front access valve including all connections, pan connector, etc	No	20		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
16	Quartz vitreous china close coupled 90 degree outlet closed rim washdown pan(Code 772800) and matching 6 litre pushbutton top dual flush cistern (Code 7116DT) complete with lid and fitments, fixed on and including floor bracket (code:8082Z0) and Jazz thermostet seat (code: 8531Z0) complete with fitments, flush pipe or equally approved, and all other necessary fittings to complete the full installation.	No	5		
17	Vaal Orchid" or similar approved vitreous china close-coupled WC (White) suite-pan (code 439100) comprising 90° outlet with top inlet pan, fixed on and including floor bracket (code: 8082Z0) with Geberit concealed cistern for wall-hung water closet and Jazz thermostet seat (code: 8531Z0) complete with fitments, flush pipe, dual-flush handle, 110mm "GI Two-way" vent valve, 110mm pan connector etc. and stop valve protection cover for service opening and protection cover for flush pipe, and all other necessary fittings to complete the full installation.	No	8		
18	Daisy vitreous china semi-close coupled 90 degree outlet open rim washdown pan(Code 751400) and matching 9 litre cistern (Code 7116SC) complete with lid and fitments and flush pipe elbow: supplied with quality wooden double flap seat and all other necessary fittings to complete the full installation.	No	8		
19	Pearl vitreous china paraplegic semi-close coupled 90 degree outlet open rim washdown pan and matching 9 litre cistern complete with lid and fitments and purpose made C.P. side-flush lever(left or right), thermostat seat and cover plate and all other necessary fittings to complete the full installation	No	8		
20	Protea vitreous china paraplegic low level suite with 90 degree outlet pan(Code 750200) and matching 9 litre cistern (Code 7116LP) complete with lid and fitments and purpose made C.P. side-flush lever(left or right) and all other necessary fittings to complete the full installation	No	5		
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Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
21	Hibiscus vitreous china white vanity basin Code 702303 size 510 x405mm without taphole and with integrated overflow fitting, suitable waste, etc.	No	8		
22	"Vaal weaver" or similar approved rectangular surface mounted vanity (code 704201012) with one tap hole on vanity surface including silicone sealant around edges	No	5		
23	Vaal Lavatera" or similar approved white vitreous china wall mounted top inlet urinal (code 705426) including 38mm chromium plated domical grating (code 8787Z0) and chromium plated top inlet spreader (code 7054Z1), fixed on and including two hanger brackets (code 8127Z0)	No	8		
24	White vitreous china urinal division Code 7052 complete with fixing screw and hanger, fixed to wall Floor drains	No	8		
25	Stainless steel floor drain including 70mm water seal to ensure odour free operation complete as per manufacturers specifications Geberit or other approved	No	5		
26	Duofix concealed cistern for wall hung WC Code 111300005 with and including Mambo stainless steel brushed finish Actuator plate Code 115751001, installed complete to wall mounted WC pan (elsewhere measured), flush pipe, etc.	No	5		
27	HyTouch Mambo pneumatic urinal actuator Article No. 116.013.FW.1 finished in brushed stainless steel, including universal housing Article No. 116.004.00.1, shut off valve, flush pipe Article No. 119.704.16.1 and inlet set Article No. 152.489.16.1 installed complete to wall mounted urinal (elsewhere measured), flush pipe, etc.	No	5		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>Franke or other approved Grade 304 (18/10) polished stainless steel</u>				
28	Trendline Model QLX611 Code 310331 drop-in single end bowl sink, size 800 x 460mm with one 340 x 370 x 140mm deep bowl fixed to cupboard (cupboard by others) with securing clips and sealed with silicone adhesive along edges with 90mm waste fitting Code 300651 and Spazi F/1 plumbing kit Code 301151 110mm Two-way full-flow outlet	No	5		
29	"Franke SA94 grade 304 18/10" or similar approved stainless steel single bowl drop-in sink with right-hand drainer (code 310507) overall size 900 x 535mm with one 460 x 410 x 120mm deep, fitted into kitchen cupboard worktop (elsewhere), complete with all required accessories and fixing bolts as per manufacturers specifications	No	5		
30	"Franke Quinline" or similar approved stainless steel double bowl drop-in sink with satin finish (code QLX 621-120)) overall size 1200 x 500mm wide, fitted into kitchen cupboard worktop (elsewhere), complete with all required accessories and fixing bolts as per manufacturers specifications	No	5		
31	<u>Franke Galileo stainless steel double sink</u> - 1160 x 510mm Franke Galileo sink with two end bowls on cupboard (cupboard elsewhere)	No	5		
32	<u>"Vaal"</u> Taphole stopper	No	10		
33	510 x 405mm "Daisy" 7061 lavatory basin on 57150 floor mounted pedestal	No	5		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>Surface Innovations or other approved non-porous, homogeneous solid surfacing sheet, joined inconspicuously using adhesive and bonded to substrate with an approved silicone, fabricated and constructed by a DuPont approved fabricator</u>				
34	Du Pont Corain integrated 12mm vanity trough vanity size 2470 x 500mm, colour Sagebush with 150mm high splashback at back and shaped splashback to back, sloping splashbacks to ends, securely fixed on wall in accordance with the manufacturer's instructions complete with two integrated waste outlets, etc. <u>WASTE UNIONS, ETC</u>	No	5		
35	<u>"Cobra WaterTech" or similar approved</u> 32mm Chrome plated basin waste (code: 301) with 62mm diameter flange, 80mm shank, slotted, with backnut, plug, chain and stay	No	3		
36	40mm Chromium plated heavy sink waste (code 310) with 86 diameter flange, 93mm shank, slotted, with plug and backnut	No	3		
37	40mm Chrome plated anti-theft plug with spindle (code 309-40) <u>TRAPS ETC</u>	No	3		
38	<u>"Cobra WaterTech" or similar approved</u> 40mm 373 RB shower P-trap with telescopic drain cover	No	5		
39	40mm CP deep seal bottle trap with outlet for 50mm PVC (code 365/50)	No	20		
40	50mm uPVC one-way vent valve	No	10		
41	32mm 340 Bottle trap	No	50		
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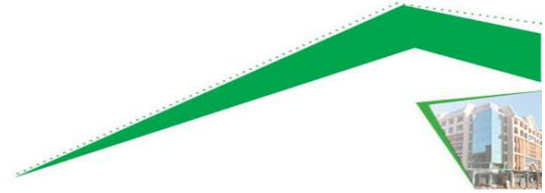
Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
	<u>duBois or other approved</u>				
42	40mm uPVC resealing "P" or "S" trap	No	10		
	<u>Hansgrohe or other approved</u>				
43	32mm Flowstar "S" trap consisting of upright pipe 140mm, wall pipe complete with escutcheon C52105000	No	10		
	<u>TAPS, VALVES, ETC.</u>				
	<u>Cobra Watertech or other approved</u>				
44	15mm Angle valve 832/350F	No	3		
45	Brass 20mm strainer	No	5		
46	Brass 50mm strainer	No	5		
47	Brass 50mm Non-return valve	No	5		
48	Brass 80mm Non-return valve	No	5		
49	"Cobra Watertech" or similar approved lever ballcock mini MXF (code 1030-15)	No	3		
50	Angle regulating valve with 350mm long service connector (code 232/350)	No	3		
51	15mm T956CP "Taryn" undertile stoptap with sliding wall flange.	No	3		
52	206-20CP "Star" bibtap	No	3		
53	15mm 505-21B square pattern elbow action pillar tap	No	5		
54	15mm 505-21R square pattern elbow action pillar tap	No	5		
55	Cobra Watertach Taryn sinker mixer T-953 MH	No	5		
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Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
56	Cobra Watertach Taryn sinker mixer T-970 MH	No	5		
57	15mm Taryn single lever basin mixer Code T-951MH-R with minimalist handle, raised base, mounting kit, temperature and flow control cartridge and flexible inlets	No	5		
58	Cobra Watertech Gala" or similar approved sink mixer (code GA-670) chrome plated, one hole single lever with swivel outlet and mounting kit, complete as per manufacturer's specifications	No	5		
59	"Cobra Watertech" or similar approved self-closing pillar tap with chrome plated finish (code COB-KM2-102) non-hold open, including flow controller, backnut and washer complete as per manufacturers specifications (flow cycle 1-20 seconds)	No	5		
60	"Cobra Watertech Medishift" or similar approved single lever action basin mixer (code NM-859) with chrome plated finish	No	5		
61	Cobra Watertech" or similar approved chromium plated elbow action wall mixer with swivel outlet and mounting kit (code 515/055-211)	No	5		
62	"Focus" single lever bath mixer with diverter hand, hose and bracket 1/2 BSP male iron shower hose outlet. Areated bath outlet complete as per manufacturer's specifications	No	5		
63	KM6.000 exposed metering flushvalve	No	5		
64	028CP Heavy pattern shower arm	No	10		
65	15 x 50mm 068ADJCP Hydromatic adjustable shower head with ball jointed connector	No	10		
66	FJT5.5CP : Flushmaster junior" urinal flush valve	No	10		
67	20mm C-K9.12/19 knee/elbow activation lever to flushmaster junior	No	5		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
68	FJ2.210CP flushmaster flushvalve pipe, pan connector, wall flange, rubber seat buffer, intergral shut off valve and ball-stop	No	5		
69	FJ2.100CP flushmaster flushvalve with benst CP back entry flushpipe, rubber pan connector, wall flange, rubber seat buffer, integral shut off valve and " ball-o-stop" control inlet	No	5		
	<u>SANITARY PLUMBING</u>				
	<u>uPVC piping including all straight couplings, cutting and waste, etc.</u>				
70	40mm Pipe	m	30		
71	50mm Pipe	m	20		
72	110mm Pipe	m	15		
73	40mm Pipe chased into wall	m	15		
	<u>Extra over uPVC pipes for fittings</u>				
74	40mm Bend	No	10		
75	50mm Bend	No	10		
76	110mm Bend	No	10		
77	110mm Pan connector	No	20		
78	40mm Access bend	No	10		
79	50mm Access bend	No	5		
80	110mm Access bend	No	5		
81	110x110x 40mm reducing junction	No	5		
82	110x110x 50mm reducing junction	No	5		
83	40 x 50mm Reducer	No	5		
84	110mm "G.I Two-way" vent valve	No	5		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
85	<u>Sundries</u> Testing waste pipe system for all fittings completed <u>WATER SUPPLIES</u> <u>GALVANISED MILD STEEL WATER SUPPLY PIPES</u> <u>Galvanised pipework</u>	Item	1		
86	75mm Diameter Class 12 galvanised mild steel pipe <u>Extra over galvanised mild steel water supply for fittings</u>	m	20		
87	75mm Bends	No	5		
88	75mm Tee <u>Internal water supplies</u> <u>Class 2 copper piping in accordance with SABS 460 including straight couplings, cutting and waste, etc.</u>	No	5		
89	15mm Pipe	m	20		
90	15mm Pipe chased into wall	m	20		
91	22mm Pipes	m	25		
92	28mm Pipes	m	25		
93	35mm Pipes	m	15		
94	42mm Pipes	m	20		
95	54mm Pipes <u>Extra over class 2 copper pipes for capillary fittings</u>	m	20		
96	15mm Fittings	No	20		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
97	22mm Fittings	No	20		
98	28mm Fittings	No	10		
99	35mm Bend	No	10		
100	42mm Bend	No	10		
101	54mm Bend	No	10		
102	35mm Reducing Tee	No	10		
103	42mm Reducing Tee	No	10		
104	54mm Reducing Tee	No	10		
	<u>Sundries</u>				
105	Testing water pipe system	Item	1		
	<u>ELECTRIC WATER HEATER</u>				
	<u>Geyser mounted vertically to walls</u>				
106	300 Litre Industrial Geyser 710mm diameter x 1820 mm high	No	3		
	<u>Geyser mounted horizontally on brackets to walls</u>				
107	150 Litre high pressure electric water heater with temperature and pressure safety relief valve including 20mm female draincock with inlet compression. Geyser to be installed horizontally in roof space with polyethylene drip tray with union and back nut connected to 20mm PVC overflow pipe taken out at eaves and 22mm pipe work including two 22mm vacuum breakers installed on hot and cold water supply. Installation to include a 22mm sediment filter with pressure control valve, all in accordance with SANS 10254, connected to single phase electrical power supply.	No	5		
	Page total carried forward				



Item No	Description	Unit	Qty	Rate	Amount
	Page total brought forward				
108	Zip Hydroboil or equal approved instant water heater with 2.5 litre capacity and in stainless steel finish code 380001. Installation to include a 22mm sediment filter with pressure control valve, all in accordance with SANS 10254, connected to single phase electrical power supply. <u>Geyser sundries</u>	No	15		
109	38mm Sawn softwood boarding for geyser platform formed of 38 x 288mm boards butt-jointed and nailed to truss tie beams <u>WATER SUPPLIES TO FIRE APPLIANCES</u>	m ²	6		
	<u>Prices for all piping laid in ground, inspection chambers, etc. shall include for excavations, keeping free of water, distributing surplus material on site (carting away has been separately measured under external works) and backfilling in selected material (imported fill where required has been separately measured under external works)</u>				
	<u>Class 2 copper pipes</u>				
110	28mm Pipes	m	15		
111	35mm Pipes	m	15		
112	42mm Pipes	m	15		
	<u>Extra over class 2 copper pipes for brass compression fittings</u>				
113	28mm Fittings	No	15		
114	35mm Reducing Tee	No	15		
115	35mm Bend	No	10		
116	42mm Reducing Tee	No	10		
117	42mm Bend	No	4		
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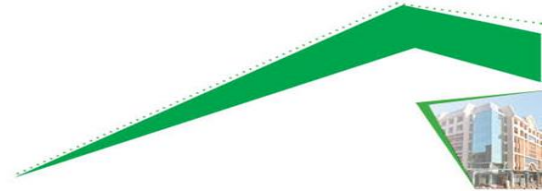
Item No	Description	Unit	Qty	Rate	Amount
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	<u>Taps, valves etc</u>				
118	150mm Fullway gate valve with flange adaptors both sides	No	2		
119	150mm Non-return valve with flange adaptors both sides	No	2		
	<u>Sundries</u>				
120	Stopcock box for valves not exceeding 1m deep, consisting of unreinforced concrete (25MPa/19mm) base 100mm thick one brick walls all around, precast concrete cover slab on top, rebated for and fitted with and including 300 x 300mm cast iron type 11A stopcock box cover and frame complete with locking system, size 300 x 300mm internally including excavations, backfilling, etc.	No	2		
	<u>Galvanised mild steel piping in accordance with SANS 15874 parts 2, 3 and 5 including all straight couplings, cutting and waste, etc.</u>				
121	25mm Pipe	m	15		
122	32mm Pipe	m	10		
123	40mm Pipe	m	10		
124	50mm Pipe	m	10		
125	75mm Pipe	m	10		
126	100mm Pipe	m	10		
127	150mm Pipe	m	10		
	<u>Extra over mild steel pipes for compression fittings</u>				
128	Connection of new 25mm pipe to existing fire hose reel	No	4		
129	25mm Fittings	No	5		
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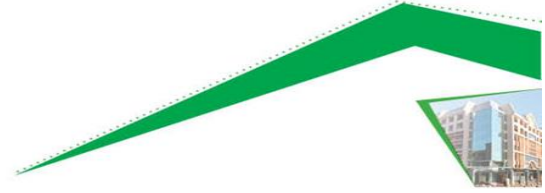
Item No	Description	Unit	Qty	Rate	Amount
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130	40mm Elbow	No	4		
131	150mm Elbow	No	4		
132	150mm Tee	No	4		
133	32/25mm Reducer	No	4		
134	50/40mm Reducer	No	3		
135	65/25mm Reducer	No	3		
136	75/65mm Reducer	No	3		
137	100/75mm Reducer	No	3		
138	150/75mm Reducer	No	3		
139	150mm to GMS straight connector	No	3		
	<u>Sundries</u>				
140	One coat calcium plumbate primer, one universal undercoat and two coats gloss enamel paint on galvanised mild steel pipes not exceeding 300mm girth	m	10		
141	Hole through 230mm brick wall for pipe exceeding 100mm diameter and make good finishes on completion	No	4		
	<u>LAGGING</u>				
	<u>Paper lagging</u>				
142	Two layers of stout brown paper tightly wrapped around 15mm pipes and couplings and tied with wire prior to building in	m	15		
	Page total carried to final summary				



Item No	Description	Unit	Qty	Rate	Amount
	<u>SECTION No 2</u>				
	<u>BILL No 3</u>				
	<u>PROVISIONAL SUMS</u>				
1	Allow for an amount of R240 000 (Two hundred and forty thousand rand for APTCOD learners (Two APTCOD Plumbing learners at R5000/learner/month)	Item			R 240 000,00
2	Allow for profit at 10%	Item			
	Page total carried to final summary				R



Item No	Description	From Page	Amounts
	<u>FINAL SUMMARY</u>		
	SECTION 1		
	PRELIMINARIES & GENERAL	87-104	
	SECTION 2		
	ALTERATIONS	105-108	
	PLUMBING AND DRAINAGE (PROVISIONAL)	109-127	
	PROVISIONAL SUMS	128	
	SUB TOTAL 1		
	Allow 10% for Contingencies to be used as directed by the project manager and deducted in whole or in part if not required		
	SUB TOTAL 2		
	Allow 5% for contract price adjustment provision (CPAP) or Escalation		
	SUB TOTAL 3		
	VAT [15%]		
	TOTAL CARRIED TO FORM OF OFFER & ACCEPTANCE		



PART C3

SCOPE OF WORKS



C3 SCOPE OF WORK

C3 Scope of Work

Project Name:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Tender No:	SCMU5-23/24-0001

C3.1 Scope of Works

Description of Works

This scope of works defines key project milestones and nature of work that the contractor is expected to perform in identified areas of construction for the Alterations (Plumbing & Drainage) to Offices, within OR Tambo Region. The details of the works are set out in the Bills of Quantities with provision for changes as directed by the client should the need arise.

Scope of Works

The scope of work for Phase 1 – Public Works & Infrastructure will be as follows:

Multiple storey & Single buildings: alterations to Plumbing & Drainage to office block.

- APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
- Provision of connection, installation, fittings and formal connection thereof. Commissioning and testing of all plumbing related services.

3.2 Contract Period

The works is of a generally minor nature and can be completed and expedited over a short period by a competent contractor. The works are to be completed in a given period based on the programme of works for individual site instruction or works order issued by service manager.

3.3 Restrictions and Constraints

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends and even after hours depending on the nature work.
- Noise must be kept to a minimum and within acceptable levels at all times.
- Dust emanating from the work site must be controlled



Operational Protocols

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings or inspections, the frequency of which is to be determined, shall be held with the management of the works to always ensure a cohesive spirit of co-operation

Access

Prospective bidders will be introduced to the manager of the section or department with the problem to be fixed and access to site will be communicated prior contractor can attend to works.

3.4 ACCEPTANCE OF TENDERS

The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

3.5 MINIMUM WAGE

The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R 23.19 for each ordinary hour worked).

3.6 TEMPORARY WORKS

All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

3.7 EMPLOYER'S DESIGN

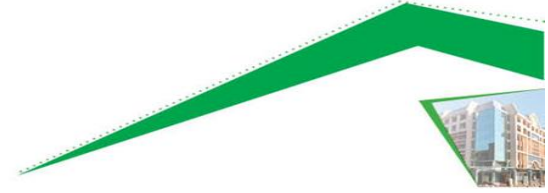
N/A

3.8 DESIGN BRIEF

N/A

3.9 DRAWINGS

N/A



PART C4: SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR A TERM CONTRACT FOR PLUMBING MAINTENANCE AND REPAIRS AT VARIOUS GOVERNMENT BUILDINGS IN O.R TAMBO REGION FOR A PERIOD OF TWO (2) YEARS
Project Number:	SCMU5-23/24-0001

GENERAL

Prospective bidder will have to travel out of Mthatha to service government building around O.R Tambo region and will be compensated from Mthatha to various building out of Mthatha

ITEM	BUILDING NAME	LOCATION	TOWN
1	KD Building	CBD	Mthatha
2	BOTHA SIGCAWU	CBD	Mthatha
3	Mthatha Deport	Norwood	Mthatha
4	Qumbu Deport	Qumbu CBD	Qumbu
5	Libode Deport	Libode	Libode on R61
6	Lusikisiki Deport	Lusikisiki on R61 next to spar 7 oaks	Lusikisiki

Existing Site/Premises to be fenced at all times

Prospective bidders are to note that it is a condition of contract that the site shall be fenced and secure at all times.

Existing fencing cannot be demolished as a whole, and new fencing erected afterwards.

Bidders are to price accordingly.