



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

BID NUMBER: LDPWRI- B/20377

**APPOINTMENT OF CONTRACTOR FOR REPAIRS AND MAINTENANCE
OF GIYANI LIBRARY IN MOPANI DISTRICT THROUGH THE
FRAMEWORK CONTRACT CATEGORY C**

for the

THE DEPARTMENT OF SPORT, ARTS AND CULTURE,

LIMPOPO PROVINCE

PART A – RETURNABLE SCHEDULES

Issued by:

Limpopo Department of Public Works, Roads and Infrastructure
Works Towers Building
43 Church Street
Polokwane
0700

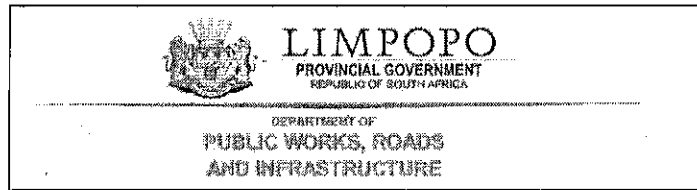
Contact Person: General Queries

Name : Mr NJ Motsopye,
Tel No. : 015 284 7126
Email : motsopyen@dpw.limpopo.gov.za

Technical: Technical Queries

Name : Mr. Z.V Maluleke
Tel No. : 015 284 7219
Email : malulekev@dpw.limpopo.gov.za

Name of the Bidder :



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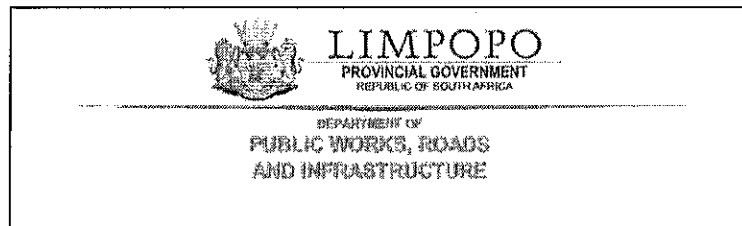
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REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS,
ARTS AND CULTURE
CONTRACT No. LDPWRI-B/20377



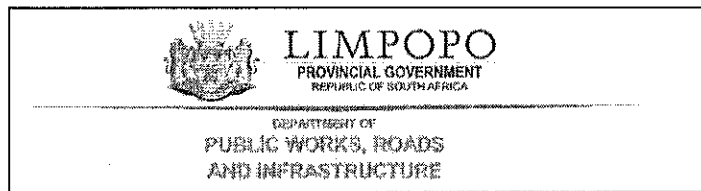
PART T1: TENDERING PROCEDURE

T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers from contractors appointed on the framework agreement on category C for REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT for a period of 3 months. It is estimated that tenderers must have a CIDB contractor grading designation of 3 GB or higher.

The conditions of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts **Gazette Notice No. 36190 of 25 February 2013** will be applicable on this project

Project Name	REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT for a period of 03 months.	
Tender Number	LDPWRI- B/20377	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender invite	
Closing time of the tender	As per Tender invite	
Compulsory briefing meeting (<i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i>)	Yes ☒ No ☐	
	Meeting venue	As per Tender invite
	Date	As per Tender invite
	Time:	As per Tender invite
Evaluation criteria	1. Compliance with mandatory or compulsory requirements 2. Risk assessment on current projects 3. Price 4. Preference	
Mandatory or Compulsory Requirements (<i>failure to submit or comply with these requirements will lead to automatic disqualification</i>)	Only tenderers who are appointed on category C registered with the Construction Industry Development Board (CIDB) with designation of 3GB or Higher grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated Completed and signed Form of Offer	



T1.2 Tender Data

Clause number	Tender Data
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data. The Standard Conditions of Tender make 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 standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies. The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013. In this case, contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises stated under C3 of this document. The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:
C.1.1	The Employer is the Department of Public Works, Roads and Infrastructure

C.1.2	The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Joint Venture Agreement (If Applicable) The Contract Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities Part 3: Scope of work C3.1 Special Notes to Bidders C3.2 OHS Specifications Part 4: Site information C4 Drawings
C.1.4	The employer's representative is : Name : Maluleke ZV Tel No. : 015 284 7219 Email : malulekezv@dpw.limpopo.gov.za However, all communications related to this bid should be directed to the persons indicated under Enquires on this tender document. Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.
C.1.5	The employer reserve to cancel the tender prior to the award of the tender.
C1.6.2	A competitive negotiation procedure will not be followed.
C1.6.3	A two-stage system will not be followed.
C.2.1	Eligibility in respect of CIDB grading Only tenderers who are appointed on framework agreement category C and registered with the Construction Industry Development Board (CIDB) with designation of 3 GB or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.
C2.2	Cost of tendering The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements

C.2.7	Compulsory site briefing A compulsory briefing meeting will be held as per Tender invite Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list.
C.2.11	Alterations to the documents Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations
C.2.12	Alternative tender offer No alternative tender offer is permitted in this tender.
C.2.13.2	Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.4	The tender shall be signed by a person duly authorized to do so.
C.2.13.5	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, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16.1	The tender offer validity period is 12 weeks or 90 days.
C.2.16.2	The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.3.1	The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following: - Persons who had no franchise in national elections prior to 1983 and 1993 - Women - Disabled persons - Promotion of SMMEs - Enterprise located in Limpopo Province - Promotion of youth

	CIDB Grading Certificate Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer. Letter of Good Standing Tender are required to submit, bound with the tender submission, a letter of good from the compensation commissioner indicating that the bidder is in good standing.
C3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4.1	Tenders will not be opened immediately after the closing time for tenders.
C.3.11	The tenderers will be evaluated in four stages (i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1 (ii) Stage 2: Risk assessment on current projects (iii) Stage 3: Price (iv) Stage 4: Preference The technical capacity (functionality) of the contractors will not be evaluated any further during evaluation of the RFQ. However, the contractors will be required to declare the status of their key staff and any administrative compliance. In cases where there are changes in the key staff, the contractor should provide CVs and qualifications of the new staff to LDPWR&I. The new staff should have similar skills, qualifications and experience as the staff submitted during tender. Similarly, the contractors will be expected to provide an update on any changes in their administrative compliances – and should submit the required SBD document in such cases. The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy. The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.¹
	a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnables are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification. b) Stage 2: Risk assessment on current projects The total value of current projects for a contractor under consideration cannot exceed the twice the maximum value of their relevant CIDB grade.

Stage 3 and 4:

The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

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

- a) N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

$$P = A * \left(1 - \frac{(P_o - P_m)}{P_m} \right)$$

Where:

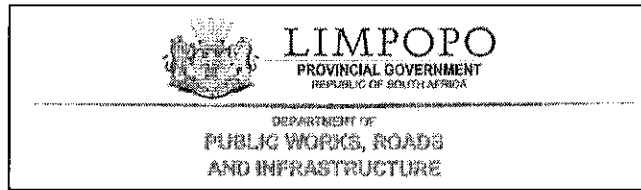
A is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.

P is the points awarded to the bid under consideration

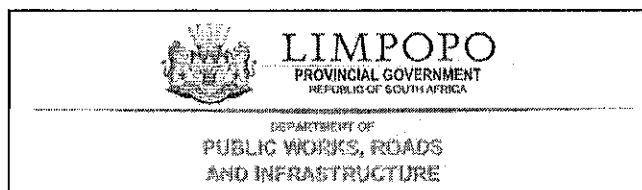
P_m is the lowest Comparative bid price

P_o is the comparative price under consideration

- b) N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18



PART T2: RETURNABLE DOCUMENTS



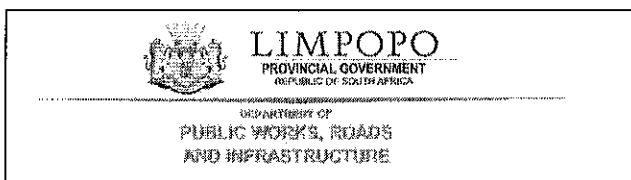
T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents will form part of the documents submitted to the Contractors as part of the Request for Proposals:

- 2.1 Fully completed Form of Offer
- 2.2 Bills of Quantities
- 2.3 Proof of specific goal for award of the preference points as determined on the Request for Proposal
- 2.4 SBD 6.1.
- 2.5 Declaration on the status of key personnel
- 2.6 Declaration on the status of Administration compliance.
- 2.7 CIDB grading certificate
- 2.8 CSD Report
- 2.9 Tax clearance certificate
- 2.10 Declaration of current projects

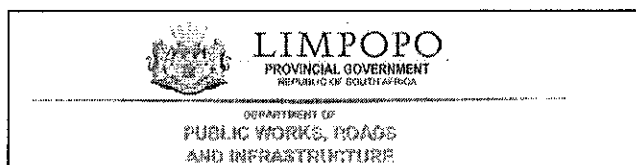
Failure by the service provider to submit or complete item 2.1 or 2.2 will render their proposal not responsive and will not be considered.

The bidder should also not appear on the National Treasury's list of black listed entities



T 2.2 :
RETURNABLE SCHEDULE

	Document Name	Returnable document
1.	Referencing schedule:	☐ Yes ☐ No
2.	Proposed amendments and qualifications (if applicable)	☐ Yes ☐ No
3.	SBD 1: Invitation to tender	☐ Yes ☐ No
4.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2017 or amended	☐ Yes ☐ No
5.	Form of offer	☐ Yes ☐ No
6.	CSD summary report	☐ Yes ☐ No
7.	Original tax clearance certificate or tax pin	☐ Yes ☐ No
8.	Priced bills of quantities	☐ Yes ☐ No
9.	Proof of CIDB class grading: 6GB or higher.	☐ Yes ☐ No
10.	Declaration with regard to current projects	☐ Yes ☐ No



Declaration on the status of administrative compliance

Please indicate, by circling either **Yes** or **No**, whether the administrative information submitted with the original framework tender documents has changed or not. If yes, kindly provide the particulars below and any supporting documents.

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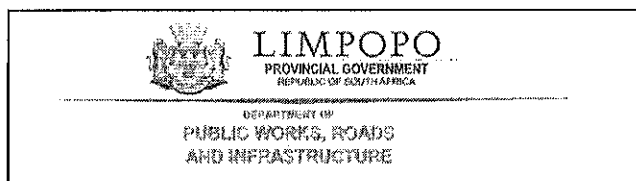
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Signed _____ Date _____

Name _____ Position _____

Enterprise _____



Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

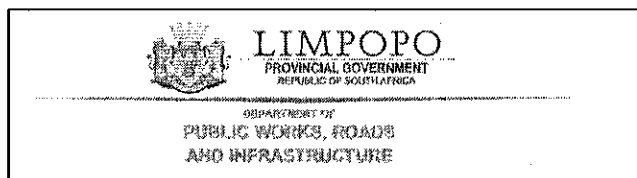
Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
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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.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
CONTRACT No. LDPWRI-B/20377



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-B/20377	CLOSING DATE	As per Tender Advert	CLOSING TIME:	11:00am
DESCRIPTION	REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr. NJ Motsopye				
TELEPHONE NUMBER	0152847126	E-MAIL ADDRESS	motsopyen@dpw.limpopo.gov.za		
CONTACT PERSON (TECHNICAL)	Mr. ZV Maluleke/ Ms M Ramugondo				
TELEPHONE NUMBER	015 284 7219/015 284 7201	E-MAIL ADDRESS	malulekev@dpw.limpopo.gov.za / mramugondo@dpw.limpopo.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
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- | | | |
|---|------------------------------|-----------------------------|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | ☐ YES | ☐ NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | ☐ YES | ☐ NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | ☐ YES | ☐ NO |

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
CONTRACT No. LDPWRI-B/20377

- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

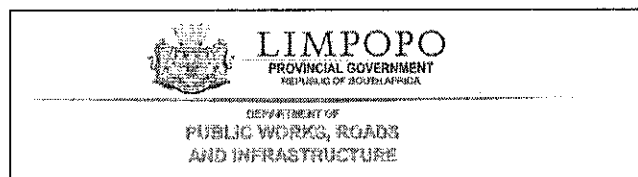
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will

apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 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)
Persons who had no franchise in national elections prior to 1983 and 1993 (Attach certified copy of South African ID as proof)	6	
Women (Attach Director's certified copy of South African ID as proof + company registration documents)	3	
Disabled persons (Attach letter from Health Professional as proof)	2	
Promotion of SMMEs (Attach financial statement as proof)	2	
Enterprises located in Limpopo Province (Attach proof of address / Lease agreement)	2	
	2	

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
CONTRACT No. LDPWRI-B/20377

Promotion of enterprises located in the relevant District (Attach proof of address / Lease agreement)		
Promotion of youth (Attach Director's certified copy of South African ID as proof)	1	
Promotion of enterprises located in rural areas (Attach letter from Traditional Council/ Chief)	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

REPAIRS AND MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT FOR THE LIMPOPO DEPARTMENT OF SPORTS, ARTS AND CULTURE
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DECLARATION OF CURRENT PROJECTS

Current value refers to current value of projects for both General Building (GB) and Civil Engineering (CE).

Please list the current projects which your company is busy executing in the table below.

If no projects at the moment the tender must indicate/write on this table

Table 1 List of current projects executed by the bidder

1. Do you have the current projects being executed Yes/No?
2. If Yes, please indicate the details on the table below. Please note that it is compulsory to answer the question and if the answer is yes, complete the table. If the question not answered or the table not completed the points will not be allocated.

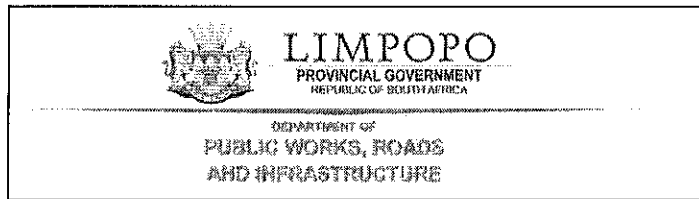
Project Description	Project Value	Start date	Planned end date	Client Name	Contact Person number



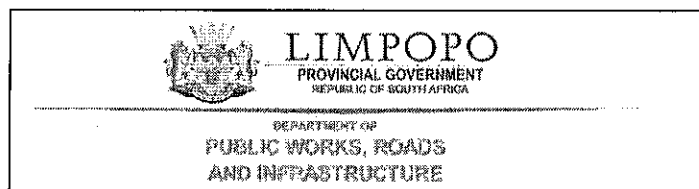
LIMPOPO
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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

THE CONTRACT



PART C1: AGREEMENT AND CONTRACT DATA



C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

MAINTENANCE OF GIYANI LIBRARY IN MOPANI DISTRICT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 the 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 PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in words); R.....

(in figures) R.....

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

Signature(s)

Name(s)

Capacity

For the tenderer:

Name &
signature of
witness

Date

Acceptance (To be completed by the employer – not the bidder)

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 Consultant 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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

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 listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 *Consultant*) 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.

For the Employer

Signature

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

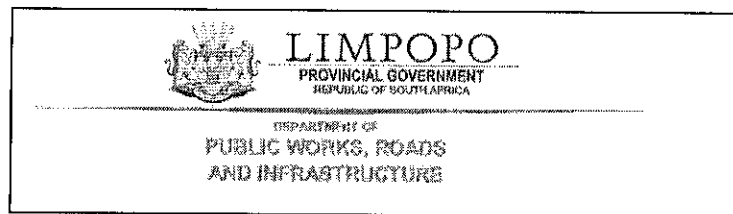
.....

.....

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

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

.....



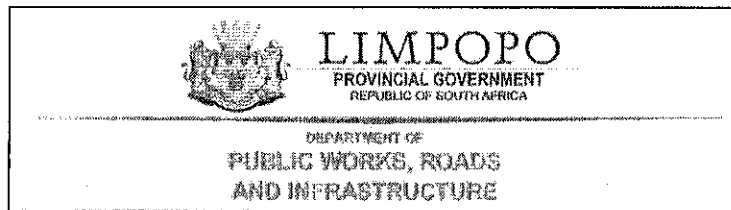
C2.1 CONTRACT DATA

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

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057- 3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013.**"



PART C2: PRICING DATA

C2.1 Pricing instruction

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- 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.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 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.
- 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.
- The shall set a minimum of 5 % of the project value for sub-contractor determine the amount to be paid for the Contract Participation Goal (CPG).



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PART C2.2: BILLS OF QUANTITIES

Rate

Amount

PRELIMINARIES

- SECTION A: PRINCIPAL BUILDING AGREEMENT**
READ IN CONJUNCTION WITH THE CONTRACT DATA

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Definitions (A1)

1	Definitions and interpretation (clause 1) Fixed	Item
2	Value Related	Item
3	Time Related	Item

Objective (A2)

4	Offer acceptance and performance (clause 2)	
	Fixed	Item
5	Value Related	Item
6	Time Related	Item

Preparation (A3-A14)

7	Documents (clause 3) Fixed	
		Item
8	Value Related	Item
9	Time Related	Item
10	Design responsibility (clause 4) Fixed	
		Item
11	Value Related	Item
12	Time Related	Item
13	Employer's agents (clause 5) Fixed	
		Item
14	Value Related	Item
15	Time Related	Item
16	Site representative (clause 6) Fixed	
		Item
17	Value Related	Item

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18	Time Related	Item
19	Compliance with regulations (clause 7) Fixed	Item
20	Value Related	Item
21	Time Related	Item
22	Works risk (clause 8) Fixed	Item
23	Value Related	Item
24	Time Related	Item
25	Indemnities (clause 9) Fixed	Item
26	Value Related	Item
27	Time Related	Item
28	Works insurance (clause 10) Fixed	Item
29	Value Related	Item
30	Time Related	Item
31	Liability insurances (clause 11) Fixed	Item
32	Value Related	Item
33	Time Related	Item
34	Effecting insurance (clause 12) Fixed	Item
35	Value Related	Item
36	Time Related	Item
37	No clause (clause 13) Fixed	Item
38	Value Related	Item
39	Time Related	Item

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40	Security (clause 14) Fixed	Item
41	Value Related	Item
42	Time Related	Item
<u>Execution (A15-A22)</u>		
43	Preparation for and execution of the works (clause 15) Fixed	Item
44	Value Related	Item
45	Time Related	Item
46	Access to the works (clause 16) Fixed	Item
47	Value Related	Item
48	Time Related	Item
49	Contract instructions (clause 17) Fixed	Item
50	Value Related	Item
51	Time Related	Item
52	Assignment (clause 19) Fixed	Item
53	Value Related	Item
54	Time Related	Item
55	Setting out of the works (clause 18) Fixed	Item
56	Value Related	Item
57	Time Related	Item

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The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.

58	Nominated subcontractors (clause 20) Fixed	Item
59	Value Related	Item
60	Time Related	Item
61	Selected subcontractors (clause 21) Fixed	Item
62	Value Related	Item
63	Time Related	Item
64	Employer's Direct Contractors (clause 22) Fixed	Item
65	Value Related	Item
66	Time Related	Item
67	Contractor's Domestic Sub-Contractors (Clause 23) Fixed	Item
68	Value Related	Item
69	Time Related	Item
<u>Completion (A24-A30)</u>		
70	Practical completion (clause 24) Fixed	Item
71	Value Related	Item
72	Time Related	Item

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73	Works completion (clause 25) Fixed	Item
74	Value Related	Item
75	Time Related	Item
76	Final completion (clause 26) Fixed	Item
77	Value Related	Item
78	Time Related	Item
79	Latent defects liability period (clause 27) Fixed	Item
80	Value Related	Item
81	Time Related	Item
82	Sectional completion (clause 28) Fixed	Item
83	Value Related	Item
84	Time Related	Item
85	Revision of date of practical completion (clause 29) Fixed	Item
86	Value Related	Item
87	Time Related	Item
88	Penalty for non-completion (clause 30) Fixed	Item
89	Value Related	Item
90	Time Related	Item

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Payment (A31 - A35)

91	Interim payment to the contractor (clause 31) Fixed	Item
92	Value Related	Item
93	Time Related	Item
94	Adjustment to the contract value (clause 32) Fixed	Item
95	Value Related	Item
96	Time Related	Item
Notwithstanding the provisions of clause 32.13 fluctuations in costs shall not be adjusted as per heyilet formular (CPA)		
97	Recovery of expense and loss (clause 33) Fixed	Item
98	Value Related	Item
99	Time Related	Item
100	Final account and final payment (clause 34) Fixed	Item
101	Value Related	Item
102	Time Related	Item
103	Payment to other parties (clause 35) Fixed	Item
104	Value Related	Item
105	Time Related	Item

Cancellation (A36-A39)

106	Cancellation by employer - contractor's default (clause 36) Fixed	Item
107	Value Related	Item

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108	Time Related	Item
109	Cancellation by employer - loss and damage (clause 37) Fixed	Item
110	Value Related	Item
111	Time Related	Item
112	Cancellation by contractor - employer's default (clause 38) Fixed	Item
113	Value Related	Item
114	Time Related	Item
115	Cancellation - cessation of the works (clause 39) Fixed	Item
116	Value Related	Item
117	Time Related	Item
	<u>Dispute (A40)</u>	
118	Settlement of disagreements and disputes (clause 40) Fixed	Item
119	Value Related	Item
120	Time Related	Item
	<u>Contract variables (A41)</u>	
121	The schedule:Pre-tender information (clause 41) Fixed	Item
122	Value Related	Item
123	Time Related	Item

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Information necessary for completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder

41.1.1**Employer:****DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE LIMPOPO**

Postal Address:
Private Bag x 9490
POLOKWANE
0700

Physical Address:
43 Church Street
Polokwane
0699

Tel . (015) 284-7000 Fax (015) 284 7044
E-mail :

41.1.2**Principal Agent:****DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE LIMPOPO**

Postal Address:
Private Bag x 9490
POLOKWANE
0700

Physical Address:
43 Church Street
Polokwane
0699

Tel . (015) 284-7000 Fax (015) 284 7044
E-mail :

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41.1.3**Other Agents: Architect****DEPARTMENT OF PUBLIC WORKS ROADS AND
INFRASTRUCTURE LIMPOPO**

Postal Address:
Private Bag x 9490
POLOKWANE
0700

Physical Address:
43 Church Street
Polokwane
0699

Tel . (015) 284-7000 Fax (015) 284 7044
E-mail :

41.1.4**Other Agents : Quantity Surveyors****DEPARTMENT OF PUBLIC WORKS ROADS AND
INFRASTRUCTURE LIMPOPO**

Postal Address:
Private Bag x 9490
POLOKWANE
0700

Physical Address:
43 Church Street
Polokwane
0699

Tel . (015) 284-7000 Fax (015) 284 7044
E-mail :

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41.2 CONTRACT DETAILS**41.2.1 Works Description:**

The work consist of the construction of a new
single storey traditional council building
approximately **550m2**, guardhouse
approximately **30m2** and general site works

41.2.2 Site Description:

The site is at Manangeng Village

41.2.3 Work for installation by direct contractors:

N/A

**41.2.4 This agreement is for a government contract:
contract where there are specific option that
are**

applicable to a state organ only

Yes

**41.2.5 Date on which possession of the site is intended
to be given:**

Approximately within 14 (fourteen) calender
days from the date of the letter of acceptance

**41.2.6 Period for the commencement of the works is
immediately after the contractor takes possession of the
site****41.2.7 Completion in sections are required**

No

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41.2.8 Intended date of practical completion and the penalty per calender day for the works as a whole:

12 calendar months from the date of the possession of the site and penalties will be 0.05% of the contract sum

Penalty per calender day:
0.05% of the Contract Sum per calendar day on which the completion of the work may be in arrears

SPECIAL COMPLETION REQUIREMENTS

Not applicable

124 41.2.9 Arbitration rules as recommended by the Association of Arbitrators (SA) Fixed

Item

125 Value Related

Item

126 Time Related

Item

127 41.2.10 The law applicable to this agreement shall be that of

South Africa Fixed

Item

128 Value Related

Item

129 Time Related

Item

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41.3 INSURANCES

130 41.3.1 Contract work's insurance

All risk and Public Liability Insurance for this contract shall be taken out by the Contractor in the joint names of the contractor and the employer. The cost of this insurance will be paid by the Contractor. Any excess in respect of a claim is to be paid for by the contractor

Item

131 41.3.2 Supplementary insurance:

Contractor shall be responsible for the taking out his own insurances for all plant and machinery used in the execution of this contract. The cost of this insurance shall be borne by the contractor. Fixed

Item

132 Value Related

Item

133 Time Related

Item

134 41.3.3 Public liability insurance to be effected by contractor

See clause 42.3.1 Fixed

Item

135 Value Related

Item

136 Time Related

Item

41.4 DOCUMENTS

41.4.1 Waivers of contractors lien is required

Yes

41.4.2 Number of construction document copies to be supplied free of charge: Three

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41.4.3 State other system if document is not drawn up in accordance with the Standard System of Measuring Building Work (6th Edition) (Revised) 1999

41.4.4 Number of days for submission of priced documents:

7 working days

Notwithstanding the provisions of Clause 41.4.4, no payments will be certified unless the priced document

are agreed with the Quantity surveyors.

41.4.5 JBCC N/S Subcontract Agreement are to be included in the documents:

No

41.4.6 Alternative if contract value is not adjusted using CPAP:

Prices and rates shall remain firm and fixed, there shall be no adjustment of the tender amounts

41.4.7 Details of changes made to the provision of JBCC standard documentation:

Payment will be made 21 days after issue of a payment certificate.

The Contractor shall issue a Tax Invoice immediately to enable the Employer to process payment. For accounting purposes, the Employer's VAT number as required by current legislation on the Tax invoice is **to be advised**

SECTION B: PRELIMINARIES

Definition and interpretation (B1)

137	Definition and interpretation (B1.1 - B1.6.5) Fixed	Item
138	Value Related	Item
139	Time Related	Item

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<u>Documents (B2)</u>		
140	Checking of documents (B2.1) Fixed	Item
141	Value Related	Item
142	Time Related	Item
143	These bills of quantities contain pages and annexures as indexed on the flyleaf The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 2008 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained	Item
144	Provisional bills of quantities (B2.2) Fixed	N/A
145	Value Related	Item
146	Time Related	Item
147	Availability of construction documentation for contracts based on provisional bills of quantities (B2.3) Fixed	Item
148	Value Related	Item
149	Time Related	Item
150	Interests of agents (B2.4) Fixed	Item
151	Value Related	Item
152	Time Related	Item
153	Priced documents (B2.5) Fixed	Item
154	Value Related	Item
155	Time Related	Item

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156	Tender submission (B2.6) Fixed	Item
157	Value Related	Item
158	Time Related	Item
159	Notwithstanding anything contained in this clause tenders shall be valid for a period of 45 days from the closing date of tenders Fixed	Item
160	Value Related	Item
161	Time Related	Item
<u>The site (B3)</u>		
162	Defined works area (B3.1) Fixed	Item
163	Value Related	Item
164	Time Related	Item
165	The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent at the official site briefing meeting.	Item
166	Geotechnical investigation (B3.2) Geotechnical information will be made available to the successful bidder at the site handover meeting Fixed	Item
167	Value Related	Item
168	Time Related	Item

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169	Inspection of the site (B3.3)		
	It remains the responsibility of the bidder to visit the project site on his / her own to check and acquaint themselves with the site and its conditions before submitting a tender as no claims will be entertained later.		
		Item	
170	No claims for extras arising from the contractor having failed to comply with this clause will be entertained Fixed		
		Item	
171		Value Related	
		Item	
172		Time Related	
		Item	
173	Existing premises occupied (B3.4) Fixed		
		Item	
174		Value Related	
		Item	
175		Time Related	
		Item	
176	Previous work - dimensional accuracy (B3.5) Fixed		
		Item	
177		Value Related	
		Item	
178		Time Related	
		Item	
179	Previous work - defects (B3.6) Fixed		
		Item	
180		Value Related	
		Item	
181		Time Related	
		Item	
182	Services - known (B3.7) Fixed		
		Item	
183		Value Related	
		Item	
184		Time Related	
		Item	
185	Services - unknown (B3.8) Fixed		
		Item	

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186	Value Related	Item
187	Time Related	Item
188	Protection of trees etc (B3.9) Fixed	Item
189	Value Related	Item
190	Time Related	Item
191	Articles of value (B3.10) Fixed	Item
192	Value Related	Item
193	Time Related	Item
194	Inspection of adjoining properties etc (B3.11) Fixed	Item
195	Value Related	Item
196	Time Related	Item
	<u>Management of contract (B4)</u>	
197	Management of the works (B4.1) Fixed	Item
198	Value Related	Item
199	Time Related	Item
200	Progress meetings (B4.3) Fixed	Item
201	Value Related	Item
202	Time Related	Item
203	Technical meetings (B4.4) Fixed	Item
204	Value Related	Item
205	Time Related	Item
	<u>Samples and shop drawings and manufacturer's instructions (B5)</u>	
206	Samples of materials (B5.1) Fixed	Item

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207		Value Related	Item
208		Time Related	Item
209	Workmanship samples (B5.2) Fixed		Item
210		Value Related	Item
211		Time Related	Item
212	Shop drawings (B5.3) Fixed		Item
213		Value Related	Item
214		Time Related	Item
<u>Temporary works and plant (B6)</u>			
215	Deposits and fees (B6.1) Fixed		Item
216		Value Related	Item
217		Time Related	Item
218	Enclosure of the works (B6.2) Fixed		Item
219		Value Related	Item
220		Time Related	Item
221	Advertising (B6.3) Fixed		Item
222		Value Related	Item
223		Time Related	Item
224	Plant, equipment, sheds and offices (B6.4) Fixed		Item
225		Value Related	Item
226		Time Related	Item
227	Main notice board (B6.5) Fixed		Item

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228	Value Related	Item
229	Time Related	Item
230	Subcontractors notice board (B6.6) Fixed	Item
231	Value Related	Item
232	Time Related	Item
<u>Temporary services (B7)</u>		
233	Location (B7.1) Fixed	Item
234	Value Related	Item
235	Time Related	Item
236	Water (B7.2) Fixed	Item
237	Value Related	Item
238	Time Related	Item
239	Electricity (B7.3) Fixed	Item
240	Value Related	Item
241	Time Related	Item
242	Telecommunication equipment (B7.4) Fixed	Item
243	Value Related	Item
244	Time Related	Item
245	Ablution facilities (B7.5) Fixed	Item
246	Value Related	Item
247	Time Related	Item
<u>Prime cost amounts (B8)</u>		
248	Responsibility for prime cost amounts (B8.1) Fixed	Item

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249	Value Related	Item
250	Time Related	Item
<u>Attendance on N/S Subcontractors (B9)</u>		
251	General attendance (B9.1) Fixed	Item
252	Value Related	Item
253	Time Related	Item
254	Special attendance (B9.2) Fixed	Item
255	Value Related	Item
256	Time Related	Item
257	Commissioning - Fuel, water and power (B9.3) Fixed	Item
258	Value Related	Item
259	Time Related	Item
<u>Financial aspects (B10)</u>		
260	Statutory taxes, duties and levies (B10.1) Fixed	Item
261	Value Related	Item
262	Time Related	Item
263	Provision for Value Added Tax (VAT) is made in the Final Summary. Fixed	Item
264	Value Related	Item
265	Time Related	Item
266	Payment of preliminaries (B10.2) Fixed	Item
267	Value Related	Item
268	Time Related	Item

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269	Adjustment of preliminaries (B10.3) Fixed	Item
270	Value Related	Item
271	Time Related	Item
272	Payment certificate cash flow (B10.4) Fixed	Item
273	Value Related	Item
274	Time Related	Item
275	Contractor information supply (B10.5) Fixed	Item
276	Value Related	Item
277	Time Related	Item
	<u>General (B11)</u>	
278	Protection of works (B11.1) Fixed	Item
279	Value Related	Item
280	Time Related	Item
281	Protection/isolation of existing/sectionally occupied works (B11.2) Fixed	Item
282	Value Related	Item
283	Time Related	Item
284	Site security (B11.3) Fixed	Item
285	Value Related	Item
286	Time Related	Item
287	Notice before covering work (B11.4) Fixed	Item
288	Value Related	Item
289	Time Related	Item

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290	Disturbance (B11.5) Fixed	Item
291	Value Related	Item
292	Time Related	Item
293	Works cleaning and clearing (B11.6) Fixed	Item
294	Value Related	Item
295	Time Related	Item
296	Vermin (B11.7) Fixed	Item
297	Value Related	Item
298	Time Related	Item
299	Overhand work (B11.8) Fixed	Item
300	Value Related	Item
301	Time Related	Item

Schedule of variables (B12)

302	Pre-tender information (B12.1) Fixed	Item
303	Value Related	Item
304	Time Related	Item

Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that either no details or specific requirements are available or that the clause is not relevant to this specific contract

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- 12.1.1 Provisional bills of quantities (B2.2)
The quantities are provisional: Yes
- 12.1.2 Availability of construction documentation (B2.3)
Construction documentation is complete Yes
- 12.1.3 Interest of agents (B2.4)
N/A
- 12.1.4 Defined works area (B3.1)
See site information
- 12.1.5 Geotechnical investigation (B3.2)
To obtain from the Project Geotechnical Specialist
Geotechnical information will be made available to the successful bidder at the site handover meeting
- 12.1.6 Existing premises occupied (B3.4)
- 12.1.7 Services - known (B3.7)
Existing services and points of connection will be pointed out to the successful contractor by the principal agent
- 12.1.8 Protection of trees (B3.9)
- 12.1.9 Inspection of adjoining properties (B3.11)
- 12.1.10 Enclosure of the works (B6.2)

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12.1.11 Offices (B6.4.3)

The contractor shall provide, maintain and remove on completion of the work an office minimum size 4 x 6 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, and lockup drawer for drawings. The office shall be kept clean and fit for use at all times

12.1.12 Main notice board (B6.5)

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, all constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines, deep blue. All wording shall be inscribed in deep blue painted "sans serif" lettering

12.1.13 Subcontractors notice board (B6.6)

A notice board is required

No

12.1.14 Water (B7.2)

Contractor to provide

12.1.15 Electricity (B7.3)

Contractor to provide

12.1.16 Telecommunications (B7.4)

Contractor to provide

12.1.17 Ablution facilities (B7.5)

Contractor to provide

12.1.18 Special attendance (B9.2)

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12.1.19 Protection of the works (B11.1)

12.1.20 Protection of existing/sectionally occupied works
(B11.2)

Protection is required

Yes

12.1.21 Disturbance (B11.5)

The contractor's attention is drawn to the fact that certain portions of the Works will be constructed in the vicinity of built up areas, The contractor shall exercise all necessary precautions to ensure the safety and convenience of the public.

305 Post tender information (B12.2) Fixed

Item

306 Value Related

Item

307 Time Related

Item

12.2.1 Payment of preliminaries

Alternative selected: (B)

12.2.2 Adjustment of preliminaries

Alternative selected: (A)

12.2.3 Additional agreed preliminaries item
N/A**SECTION C: SPECIFIC PRELIMINARIES**308 **PROPRIETARY BRANDED PRODUCTS**

The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorized representative Fixed

Item

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309	Value Related	Item
310	Time Related	Item
311	OVERTIME	
	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer. Fixed	
		Item
312	Value Related	Item
313	Time Related	Item
314	AS BUILT DRAWINGS	
	The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records. Fixed	
		Item
315	Value Related	Item
316	Time Related	Item
317	SITE INSTRUCTIONS	
	Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor Fixed	
		Item
318	Value Related	Item
319	Time Related	Item
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320 **LABOUR RECORD**

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day. Fixed

Item

321 Value Related

Item

322 Time Related

Item

323 **PLANT RECORD**

At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works. Fixed

Item

324 Value Related

Item

325 Time Related

Item

326 **NON CESSION OF MONIES**

The contractor shall not cede nor assign his rights or claims to any monies due or to become due under this contract Fixed

Item

327 Value Related

Item

328 Time Related

Item

329 **BLACK ECONOMIC EMPOWERMENT**

The contractor shall study and acquaint himself with the guidelines of the Black Economic Empowerment Act, and demonstrate his compliance with the requirements of the Act. Fixed

Item

330 Value Related

Item

331 Time Related

Item

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332	LOCAL LABOUR		
	The contractor shall make use of local labour. It is desirable by the Employer that all unskilled labour be recruited from the local areas of the vicinity of the Works. The contractor will demonstrate his effort to fulfill compliance with this requirement Fixed	Item	
333		Value Related	Item
334		Time Related	Item
335	LABOUR DESK		
	The contractor shall establish a labour desk on site with a dedicated office of maximum 9m2 with and including a desk, 2 chairs and electricity. From the labour desk, the contractor will appoint a dedicated community liaison officer. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent. Fixed	Item	
336		Value Related	Item
337		Time Related	Item
338	SITE ACCOMMODATION STORAGE		
	Provide an office facilities for Principal Agent Representative (to include desk, 2chairs and Electricity per office) Provide meeting Facility to accommodate 12 chairs Provide Ablution facilities for the above Fixed	Item	
339		Value Related	Item
340		Time Related	Item
341	HEALTH AND SAFETY ACT (Act 85 of 1993)		
	Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract Fixed	Item	
342		Value Related	Item

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343	Time Related	Item	
344	Provisions of OH&S Plan prior to commencement of works as well as a full consolidated copy of such plan at the completion of construction work inclusive of a record of all drawings, designs, copies of statutory appointments, material used and other similar information concerning completed contract	Item	
345	Implementation of approved OHS Plan for duration of contract, including daily/weekly inspections, monthly meetings, required audits, consolidated health and safety file, etc	Item	
346	Registration with Compensation Fund or approved /licensed compensation insurer	Item	
347	Full time competent employee of the Contractor as safety construction supervisor and assistant safety construction supervisors for duration of contract	Item	
348	Health and safety training and induction requirements of all persons entering the site	Item	
349	HIV AND AIDS POLICY Observation of all legislation, policies and by-laws regulating the "AIDS" endemic and "HIV" prevention, treatment and observation	Item	
	<u>Provision of Training Allowance in terms of EPWP prescripts</u>		
350	Training allowance paid to targeted labour in terms of formal training days	PDT	
351	Extra over for the administration payment of training allowances to targeted labour (25% of training allowance)	Item	
352	Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site (Provisional Sum)	Item	
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Section IV
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Preliminaries

GIYANI LIBRARY RENOVATIONS

Rate

Amount

SUPPLEMENTARY PREAMBLES

[View site](#)

Explosives

General

Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent

Carried to Collection

B

GIYANI LIBRARY RENOVATIONS

Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangng, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing

With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork

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 held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

REMOVAL OF EXISTING WORK

Removal of Mechanical works etc

1	12 000BTU Airconditioners	No	1
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Removal of ceilings, partitioning etc

2	Damaged suspended ceilings	m2	20
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Removal of floor finishes

3	Floor tiles	m2	20
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Carried to Collection

Section No. 2

Bill No. 1

Alterations

GIYANI LIBRARY RENOVATIONS

R

4	Wall tiles	m2	10
	<u>Taking out and removing ironmongery</u>		
5	30mm thick on floors	m2	25
	<u>Breaking down and removal of built in cupboards</u>		
6	2100x900x600mm cupboard	No	1
7	3000x900x600mm cupboard	No	4
8	2000x900x600mm cupboard	No	1
9	12000x900x600mm counter cupboard	No	1
10	2000x900x600mm cupboard	No	1

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Alterations

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Alterations

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Item No		Quantity	Rate	Amount
	<u>TILING</u>			
	<u>SECTION No. 2 BILL No. 5</u>			
	<u>PREAMBLES</u>			
	For Preambles see "Model Preambles For Trades"			
	<u>WALL TILING</u>			
	<u>198 x 198 x 6mm White glazed ceramic wall tiles fixed with an approved tile adhesive to plaster (elsewhere measured) and jointed with waterproofing coloured jointing compound</u>			
1	On vertical surfaces	m2	10	
	<u>FLOOR TILING</u>			
	<u>Approved 600 x 600mm bodied Porcelain floor tiles (PC Amount of R200-00 excluding VAT) fixed on 25mm screed (elsewhere measured) flush pointed with tinted waterproof jointing compound and approved adhesive</u>			
2	On floors and landings	m2	20	
3	Skirting 75mm high (of cut tiles)	m	18	
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	Tiling			
	GIYANI LIBRARY RENOVATIONS			

R

PAINTWORK

PREAMBLES

For Preambles see "Model Preambles For Trades"

ON FLOATED PLASTER

Prepare, stop and apply one coat alkali resistant primer, one coat universal undercoat and two full coats eggshell enamel paint

1	On internal plastered walls	m2	200
2	On soffits of slab	m2	14

ON WOOD

One coat wood primer, one undercoat and two coats alkyd enamel paint

3	On doors	m2	20
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Section No. 3

Bill No. 4

Paintwork

GIYANI LIBRARY RENOVATIONS

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Item No		Quantity	Rate	Amount
	<u>HVAC</u>			
	<u>Supply, delivery, installation, commissioning and testing of Split units airconditioners, Ventilation System and Ducting complete with all air terminals.</u>			
1	Split Unit with 12 000 BTU/h Cooling Capacity	No	1	
2	Testing and Commissioning		Item	
	<u>FIRE PROTECTION</u>			
	<u>Supply, delivery, installation, commissioning and testing of Fire Hydrants and Hose Reels complete with all the Pipework, Fittings, and Valves. All flanges and fittings to SANS 1123 and PN 10.</u>			
3	4.5kg Dry Chemical Powder Portable Fire Extinguisher	No	1	
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Section No. 3				
Bill No. 5				
Mechanical Works				
GIYANI LIBRARY RENOVATIONS				

Item No	<u>LUMINAIRES</u>	Quantity	Rate	Amount
1	Flourescent tube 2x36w	No	10	
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			R	

SECTION SUMMARY - BUILDING WORK

**Bill
No**

- 1 Ceilings, Partitioning etc
- 2 Waterproofing
- 3 Tiling
- 4 Paintwork
- 5 Mechanical Works
- 6 Electrical Works

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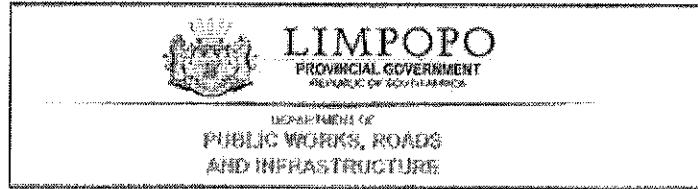
Section No	FINAL SUMMARY	Page No	Amount
1	PRELIMINARIES	32	
2	ALTERATIONS	36	
3	BUILDING WORK	43	
	Sub-total		R
	<u>Contingencies</u>		
	Allow an Amount of R 50 000.00 (Fifty Thousand Rand) for contingencies to be used as directed by the Project Manager and to be deducted in full if not used.	Item	50 000.00
	Sub-total		R
	<u>Value Added Tax</u>		
	Allow for Value Added Tax (15%)		R
4	PROVISIONAL SUMS	44	
	CARRIED TO FORM OF TENDER GIYANI LIBRARY RENOVATIONS		R



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

PART C3 SCOPE OF WORKS



PART C3.1: SPECIAL NOTES TO BIDDERS

The following special conditions are for compliance and attention to bidders:

- 1.1. LDPWR&I reserve the right to call interviews with short-listed bidders before final selection.
- 1.2. LDPWR&I reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 1.3. LDPWR&I reserve the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 1.4. The proposals submitted must be in line with the detailed specification.
- 1.5. LDPWR&I reserve the right to cancel or withdraw this bid if:
 - i. Due to changed circumstances, there is no longer a need for this services; or
 - ii. Funds are no longer available to cover the total envisaged expenditure; or
 - iii. No acceptable bids are received; or
 - iv. There is a material irregularity in the Bid process.
- 1.6. In the case of sub-contracting or joint venture agreement, LDPWR&I will enter into a single contract with the principal bidder.
- 1.7. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 1.8. This document must be completed in black ink, any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.9. Successful bidder will be required to sign and enter into a formal contract upon the award.
- 1.10. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 1.11. Bid documents must be submitted physically to the closing address as reflected on the Request for Quotations.
- 1.12. Quotations received after the closing date and time will not be accepted for consideration.
- 1.13. This request for bid document contains confidential information about LDPWR&I, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 1.14. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of LDPWR&I.
- 1.15. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.
- 1.16. References to LDPWR&I must not be made in any literature, promotional material, and brochures or sales presentations without the express written consent of LDPWR&I.