



Province of the  
**NORTHERN CAPE**  
Department of Education

# BID DOCUMENT

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND  
RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN  
CAPE DEPARTMENT OF EDUCATION**

**BID NO. NC/DE/003/2023-2024**  
CIDB GRADING: 3 GB OR HIGHER

**BID SUBMITTED BY:**

Name of Company: .....

Contact Name: .....

Contact No. ....

Address: .....

<b>Bid Amount (VAT Excluded)</b> (Ensure correct calculations)	<b>Bid amount (VAT Included)</b> (Ensure correct calculations)

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

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

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



## T1.1 Bid Notice and Invitation to Bid

### CIDB GRADING - 3 GB OR ABOVE APPLICABLE

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

BID NUMBER: NC/DE/003/2023-2024

CLOSING DATE: 01 MARCH 2024  
VALIDITY PERIOD: 120 DAYS

CLOSING TIME: 11h00

DESCRIPTION: **APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION**

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

BID DOCUMENTS MAY BE POSTED TO:  
The Head of Supply Chain Management  
Northern Cape Department of Education  
IK Nkoane Education House  
156 Barkly Road  
SCM Block A  
Homestead  
Kimberley 8301

OR

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

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

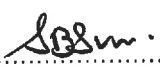
**Bidders should ensure that bids are delivered to the correct address. Late bids will not be accepted.**

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

ALL BIDS **MUST** BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC), STANDARD CONDITIONS OF CONTRACT AND, OR, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. BY SIGNING THE SBD 1 THE BIDDER ACCEPTS THESE CONDITIONS.

Yours faithfully

  
.....  
MR S.B. SEKHOACHA  
CHIEF FINANCIAL OFFICER



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	NC/DE/003/2023-2024	CLOSING DATE:	01 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
IK NKOANE EDUCATION HOUSE, C/O BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE SECURITY OFFICE.					
FOR BID DOCUMENTS WHICH ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1 <sup>st</sup> FLOOR, ROOM 41					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS P. CHOCHÉ / MR P. DLADLA		CONTACT PERSON	MR DONOVAN VAN WYK	
TELEPHONE NUMBER	053 839 6571		TELEPHONE NUMBER	066 419 7888	
FACSIMILE NUMBER	053 839 6576		FACSIMILE NUMBER	053 839 6576	
E-MAIL ADDRESS	<a href="mailto:poppiechoche@ncdoe.gov.za">poppiechoche@ncdoe.gov.za</a> / <a href="mailto:horatiusdladla@ncdoe.gov.za">horatiusdladla@ncdoe.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:donovanvanwyk@ncdoe.gov.za">donovanvanwyk@ncdoe.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
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, 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

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

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

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

.....  
 SIGNATURE OF BIDDER

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

.....  
 DATE



## STANDARD BID CONDITIONS FOR SBD FORMS CONSTRUCTION DEPARTMENT OF EDUCATION

### A. NOTES TO BIDDERS

- (i) The CIDB grading required for the principal contractor is **3 GB or higher**.
- (ii) The contract will be for a period of **four (4) months**.
- (iii) The responsibility to subcontract with competent and capable subcontractors rests with the main contractor.
- (iv) The contract will be concluded between the Department and main contractor, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.
- (v) Main contractors are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and/or using their subsidiaries for fronting.
- (vi) The Department reserves the right to negotiate prices with the preferred bidders if prices offered are above market prices factoring the premium to be paid in terms of the 80/20 preference point system and the findings of an objective market analysis conducted.

### B. QUALIFICATION OF BID DOCUMENT

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

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

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

And

[ncdoe.ncpg.gov.za](http://ncdoe.ncpg.gov.za)

Or

Bid documents can be **collected** at:  
IK Nkoane Education House  
156 Barkly Road  
Homestead  
Kimberley  
SCM Block A, 1<sup>st</sup> Floor

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

#### 1. SBD 1:

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

#### 2. TAX COMPLIANCE

- 2.1 **No bid will be awarded to any bidder whose tax matters have not been declared by SARS to be in order.**
- 2.2 Each party to a Consortium/Joint Venture must be tax compliant.
- 2.3 The Trading name or Legal name reflected on the Central Supplier Database report must correspond with the name indicated on the **SBD 1** and the other bid documentation.

#### 3 PRICES SBD 3.1/ Bill of quantities





- 3.1 Prices **will be firm** for the full duration of the period. **Only annual adjustments will be allowed. Please ensure that you indicate on the SBD 3.1 form if your price is firm. If you did not indicate your price will be seen as firm for the duration of the bid. No variation will be acceptable after the bid has been awarded.**
- 3.2 Bid prices **must** be all inclusive and no additional and hidden cost will be paid for e.g. delivery, VAT, etc.
- 3.3 Grand total of bid price **must** be indicated on the relevant **SBD 3.1 form**.
- 3.4 The bill of quantities **must** be completed in original pen ink.
- 3.5 Grand total price indicated on the SBD 3.1 form must correspond with the total price indicated on the Bill of Quantities.
- 3.6 **Please ensure correct calculations.**

4. **SBD 4:**

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

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

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

5.2 **CLAIMING OF POINTS**

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

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

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

6. **SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

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

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

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

D. **CORRECTION TO SBD FORMS**

**CORRECTION FLUID AND CORRECTIONS TO SBD FORMS**

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

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

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

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

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

## 10. ORIGINAL BID FORMS

- 10.1 The bid forms should **not be retyped or redrafted**.
- 10.2 Only the bid documents issued by the Department of Education Northern Cape or downloaded from eTender Portal and Departmental website must be used.
- 10.3 Bid documents must be completed in originally pen ink.
- 10.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing, duplicated or misprinted. **No liability shall be accepted in regard to claims arising from the fact that pages are missing, duplicated or misprinted.**

## E. REQUIREMENT OF SUBMITTING DOCUMENTS

### 11. SUBMITTING OF BID DOCUMENTATION

- 11.1 The bid must be submitted in a sealed envelope to Northern Cape Department of Education. **The bid number and closing date must be clearly indicated on the sealed envelope.**

**Any enquiries regarding the bidding procedure may be directed to:**

Contact Person: Ms Poppie Choche or Mr Pogisho Dladla

Tel: 053 839 6571

Email: [poppiechoche@ncdoe.gov.za](mailto:poppiechoche@ncdoe.gov.za) or [horatiusdladla@ncdoe.gov.za](mailto:horatiusdladla@ncdoe.gov.za)

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

## F. BRIEFING SESSION REQUIREMENTS

### 12. BRIEFING SESSION MEETING

- 12.1 A briefing session meeting will be held.

### 12.2 DETAILS

**DATE: 13 FEBRUARY 2024**

**TIME: 09H00**

**VENUE: PARKING AREA, PEME OFFICE, MASHIWA STREET, KIMBERLEY**

## G. EVALUATION CRITERIA

### 13.1 Evaluation using preferential preference point system

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

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





Where Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of the lowest acceptable bid

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

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

## H. GENERAL INFORMATION

### 14. PAYMENT TO SUPPLIERS

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

### 15. LEGISLATION / LAWS

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

### 16. VALIDITY PERIOD OF BID

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

### 17. QUANTITIES

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

### 18. SPECIFICATION – BIDDERS RESPONSE

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

### 19. QUALIFICATIONS OF BIDDERS

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



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

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

## 20. COMPLIANCE TO CONTRACT

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

## 21. JOB CREATION

- 21.1 The bid aims to meet the needs of the Department, while also contributing to, amongst other, economic development and job creation. Please complete the following questions:
- 21.1.1 Indicate how many additional permanent staff members will be employed as a result of winning the bid: \_\_\_\_\_
- 21.1.2 Indicate how many temporary staff members will be employed as a result of winning the bid: \_\_\_\_\_
- 21.1.3 Indicate whether the service of Northern Cape Citizens will be utilized:
- YES ☐ NO ☐ [TICK APPLICABLE BOX]

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

## 22. CENTRAL SUPPLIER DATABASE

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

## 23. FINANCIAL SCHEDULES

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

## 24. MAXIMUM DELIVERY PERIOD

As indicated in SBD 3.1.

## 25. PENALTIES

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



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

**26. SUCCESSFUL BIDDERS**

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

**27. DECLARATIONS**

A bidder must declare that:

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

**28. THE BIDDER MUST COMPLETE THE FOLLOWING:**

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

.....  
**SIGNATURE**

.....  
**CAPACITY**

**Contact person of company:**

**Tel of company:** (     ).....

**Fax of company:** (     ).....



## TENDER DATA

## Tender Data

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

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

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

Clause Number	Bid Data
<b>F.1.1</b>	<b>The employer is Northern Cape Department of Education</b>
Action	<p>The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.</p> <p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p> <p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p>



	The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
<b>F.1.2</b>	<b>The Bid Documents issued by Northern Cape Department of Education</b>
<b>TENDER DOCUMENTS</b>	The required documents issued by the employer for the purpose of a tender offer are included in this document
<b>F.1.3</b>	<b>The tenderer is responsible for disseminating the content of the document and applying comprehending it to the best of his/her ability.</b>
<b>INTERPRETATION</b>	<p>The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.</p> <p>These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.</p> <p>For the purposes of these conditions of tender, the following definitions apply:</p> <ul style="list-style-type: none"> <li>a) <b>conflict of interest</b> means any situation in which: <ul style="list-style-type: none"> <li>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;</li> <li>ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or</li> <li>iii) in-compatibility or contradictory interests exist between an employee and the organisation which employs that employee.</li> </ul> </li> <li>b) <b>comparative offer</b> means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis</li> <li>c) <b>corrupt practice</b> means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and</li> <li>d) <b>fraudulent practice</b> means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels</li> <li>e) <b>organization</b> means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body</li> <li>f) <b>quality (functionality)</b> means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.</li> </ul>
<b>F.1.4</b>	<b>The employer's agent is</b>





	<p><b>Name:</b> Mr Donovan van Wyk  <b>Designation :</b> Works Inspector  <b>Email:</b> <a href="mailto:donovanvanwyk@ncdoe.gov.za">donovanvanwyk@ncdoe.gov.za</a>  <b>Tel:</b> 066 419 7888</p>
COMMUNICATION	<p>Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.</p>
<b>F.1.5</b>	<b>The right to reject or accept offer lies strictly with the Client</b>
ACTION	<p>The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.</p> <p>The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.</p>
<b>F.2.1</b>	
ELIGIBILITY	<p>Only those Bidders who satisfy the following eligibility criteria will be considered for the next phase of evaluation:</p> <ol style="list-style-type: none"> <li>The Bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>The Bidder has not: <ol style="list-style-type: none"> <li>abused the NORTHERN CAPE DEPARTMENT OF EDUCATION's Supply Chain Management System; or any other Governmental Procurement System.</li> <li>failed to perform on any previous contract and has been given a written notice to this effect</li> </ol> </li> <li>The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially</li> </ol>



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



F.2.8	<p><b>Pricing the tender offer</b></p> <p><b>F.2.8.1</b> Include in the rates.</p> <p><b>F.2.8.2</b> Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.</p>
F.2.9	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.10	<p>Alternative Bid offers will not be considered</p> <p><b>F.2.10.1</b> Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.</p> <p><b>F.2.10.2</b> Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.</p>
F.2.11	<p><b>Submitting a tender offer</b></p> <p><b>F.2.11.1</b> Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p><b>F.2.11.2</b> Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p><b>F.2.11.3</b> Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p><b>F.2.11.4</b> Sign the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>



	<p><b>F.2.11.5</b> Each tender document package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p> <p><b>F.2.11.6</b> Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p> <p><b>F.2.11.7</b> Seal the tender offer in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.</p> <p><b>F.2.11.8</b> Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p> <p><b>F.2.11.9</b> Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.</p>
F.2.12	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
F.2.13	<p><b>Closing time</b></p> <p><b>F.2.13.1</b> Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery.</p> <p><b>F.2.13.2</b> Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline</p>
F.2.14	<p><b>Tender offer validity</b></p> <p><b>F.2.14.1</b> Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.</p> <p><b>F.2.14.2</b> If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p>



	<b>F.2.14.3</b> Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
<b>TENDER VALIDITY</b>	<p>All Bids shall remain valid for a period of hundred and twenty (120) days after the time and date set for the opening of Bids, or until the Bidder is relieved of this obligation by NORTHERN CAPE DEPARTMENT OF EDUCATION, in writing at an earlier date. However, the Bidder may be requested in writing not later than fourteen (14) days before this validity period lapse, to extend the validity of this Bid for a specific period. The written approval of the Bidder must then be received before the lapsing of the original validity period, in order to remain valid.</p> <p>Should a Bidder –</p> <ul style="list-style-type: none"> <li>• Withdraw his/her Bid during the period of its validity or</li> <li>• Give notice of his inability to execute the contract or fail to execute the contract</li> </ul> <p>Provided always that NORTHERN CAPE DEPARTMENT OF EDUCATION may exempt a Bidder from the provisions hereof if it is of the opinion that the circumstances justify such exemption.</p>
<b>F.2.15</b>	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p> <p><b>Note:</b> Sub-clause F.2.15 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</p>
<b>F.2.16</b>	<p><b>Provide other material</b></p> <p><b>F.2.16.1</b> Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p> <p><b>F.2.16.2</b> Dispose of samples of materials provided for evaluation by the employer, where required</p>
<b>F.2.17</b>	The employer reserves the right to carry further analysis and complete the due diligence of the Bidder





	<p><b>Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.</p>
F.2.18	<p><b>Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>
F.3	<p>The Employer undertakes to commit to the following</p>
F.3.1	<p><b>Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
F.3.2	<p>Bids will be opened immediately after the closing time at: Northern Cape Department of Education Office, 156 Barkly Road, Kimberly, 8301.</p> <p><b>Opening of tender submissions</b></p> <p><b>F.3.2.1</b> Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p> <p><b>F.3.2.2</b> Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his/her prices.</p> <p><b>F.3.2.3</b> Make available the record outlined in F.3.2.2. All tender received will be published with 10 working days on the department website.</p>
F.3.3	<p><b>Two-envelope system</b></p> <p><b>F.3.3.1</b> Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.</p> <p><b>F.3.3.2</b> Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return</p>





	unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.
F.3.4	<p><b>Non-disclosure</b></p> <p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>
F.3.5	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
F.3.6	<p><b>Test for responsiveness</b></p> <p><b>F.3.6.1</b> Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ul> <p><b>F.3.6.2</b> A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
F.3.7	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p><b>F.3.7.1</b> 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><b>F.3.7.2</b> Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.9 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> </ul>



	<p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p>i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>ii) the summation of the prices.</p> <p><b>F.3.7.3</b> Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p><b>F.3.7.4</b> Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
F.3.8	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F.3.9	<p>This bid shall be evaluated using 90/10 system as stipulated in the Preferential Procurement Policy Framework Regulations 2022</p> <p><b>Evaluation of tender offers</b></p> <p><b>F.3.9.1 General</b></p> <p>Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.</p> <p><b>F.3.9.2 Method 1: Financial offer</b></p> <p>In the case of a financial offer:</p> <p>a) Rank tender offers from the most favourable to the least favourable comparative offer.</p> <p>b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p>



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

#### **F.3.9.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

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

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

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

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

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

#### **F.3.9.4 Decimal places**

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

#### **F.3.9.5 Scoring preferences**

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

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



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



	<p><b>F.3.12.1</b> If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ul style="list-style-type: none"> <li>a) addenda issued during the tender period,</li> <li>b) inclusion of some of the returnable documents, and</li> <li>c) other revisions agreed between the employer and the successful tenderer.</li> </ul> <p><b>F.3.12.2</b> Complete the schedule of deviations attached to the form of offer and acceptance, if any.</p>
F.3.13	<p><b>Complete adjudicator's contract</b></p> <p>Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.</p>
F.3.14	<p><b>Notice to unsuccessful tenderers</b></p> <p><b>F.3.14.1</b> Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.</p> <p><b>F.3.14.2</b> After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.</p>
F.3.15	<p><b>Provide copies of the contracts</b></p> <p>Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
F.3.16	<p><b>Provide written reasons for actions taken</b></p> <p>Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.</p>



## List of Returnable Documents

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

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

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





14	Plan and Equipment		
15	SHEQ Plan		

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

## Returnable Schedules

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

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



## 1. Bid Sign-off

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

Entity name: .....

Registration number: .....

Tax registration number: .....

VAT registration number: .....

Postal address: .....

.....

Street address: .....

.....

Telephone number: Code: ..... Number: .....

Cellular number: .....

Facsimile number: Code: ..... Number: .....

E-mail address: .....

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

Name and Surname: .....

Telephone number: Code: ..... Number: .....

Cellular number: .....

Facsimile number: Code: ..... Number: .....

E-mail address: .....

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



Name and Surname: .....

Telephone number:    Code: ..... Number: .....

Cellular number: .....

Facsimile number: Code: ..... Number: .....

E-mail address: .....

### Declaration

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

Signature of Bidder: .....

Date: .....

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

Capacity under which this proposal is signed .....

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



---

## 2. CSD Report

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



### 3. Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record in the service of the state**

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

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

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



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

\*insert separate page if necessary

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

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

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

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





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

\*insert separate page if necessary

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

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



Signed

Date

\_\_\_\_\_

Name

Position

\_\_\_\_\_

Enterprise name

\_\_\_\_\_



## 4. Certificate of Authority of an Entity

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

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

### (i) Certificate for Company

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

Signature of Chairperson: .....

Signature of Signatory: .....

At Witnesses:

Signatures

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

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



## (ii) Certificate for Close Corporations

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

.....hereby authorise

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

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

Signature of Signatory: .....

At Witnesses:

Signatures

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

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

Name	Address	Signature	Date

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



### (iii) Certificate for Partnership

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

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

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

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

This authorisation is evidenced by the attached power of attorney signed by legality authorised

signatories of all the partners to the Joint Venture.

Signature of Signatory: .....

At Witnesses:

Signatures

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

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

Name of Firm	Address	Authorising Signature & Capacity	Date
Lead Partner			

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



**(iv) Certificate for Joint Venture**

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

.....hereby authorise

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

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

Signature of Signatory: .....

At Witnesses:

Signatures

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

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

Name	Address	Signature	Date

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





## (v) Certificate for Sole Proprietor

I ..... hereby

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

.....

Signature of Sole Owner: .....

At Witnesses:

Signatures

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

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



## JOINT VENTURE FORM (JOINT VENTURE AGREEMENT MUST BE ATTACHED)

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

Name and Addresses of Joint Venture: .....

.....

.....

Consisting of the following businesses (Joining Entities)

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

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

Who is an employee of (Name of Joining Entity) .....

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





## 5. Authority of Signature

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

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

FULL NAMES	SIGNATURES
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

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

Name	Address	Signature	Date

NOTE:

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



## 6. CIDB REGISTRATION CERTIFICATE

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

NOTE: The CIDB can be contacted or visited on [www.cidb.org.za](http://www.cidb.org.za) for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for your information.



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

<b>DETAILS OF BRIEFING SESSION</b>	
<b>BRIEFING SESSION DATE</b>	<b>13 FEBRUARY 2024</b>
<b>TIME</b>	<b>09H00</b>
<b>BID NUMBER</b>	<b>NC/DE/003/2023-2024</b>
<b>VENUE</b>	<b>PARKING AREA, PEME OFFICE, KIMBERLEY</b>





## SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder: ..... Bid number: **NC/DE/003/2023-2024**  
Closing Time: **01 MARCH 2024 @ 11h00**

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

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

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

**GRAND TOTAL AMOUNT:**

**R** .....  
(Amount must correspond with final amount of Bill of Quantities)

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

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

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

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

Duration of project period is four (4) months.

Penalty for late Completions **R800** per calendar day.  
**Note: No hidden cost will be paid for.**



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....

.....

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



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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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



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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

# ATTACH:

## 1) CERTIFIED COPY OF COMPANY REGISTRATION CERTIFICATE REFLECTING ACTIVE MEMBERS

(CK1/CK2)/TRUST DEED/PTY LTD MEMORANDUM OF INCORPORATION/  
CERTIFICATE OF INCORPORATION/ PARTNERSHIP AGREEMENT ETC.

## 2) ID DOCUMENTS OF DIRECTORS

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

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

1.3 Points for this tender shall be awarded for:

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

#### 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all



unconditional discounts;

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

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

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole 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:** .....

.....

.....

.....



## 8. Declaration of Bidders Litigation History

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

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

### CERTIFICATION

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

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

Name:.....

Capacity of authorised agents: .....

Signature(s) of authorised agents: .....

Signed at ..... On this day of .....

Witness (Full name and signatures)

At Witnesses:

Signatures

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

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



## 9. Company Registration Certificate (CIPC CHECK)

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

The date of registration of the company;

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



## 10. Record of Addenda to Bid Documents

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

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

*(Attach additional pages if more space is required)*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Bidder \_\_\_\_\_





## 11. Record of Infrastructure Services Provided to Organs of State

Bidders are required to complete this record.

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

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

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

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

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

### NB. Attach complete list as Addendum

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



Signed	Date
Name	Position
Bidder	



---

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

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



### 13. Bidder to attach Programme Schedule



## 14. Bidder to attach Plant and Equipment



## 15. Bidder to attach SHEQ Plan



## LABOUR UTILISATION

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

### 1. General Foreman / Foreman

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

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

### 2. Charge hand

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

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

### 3. Artisan

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

### 4. Team Leader

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

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

### 5. Skilled Employee

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





**6. Semi-Skilled Employee**

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

**7. Unskilled Employee**

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

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.



## CONTRACT DATA



**CONTRACT DATA: JBCC 2000 PRINCIPAL BUILDING AGREEMENT**  
(Edition 4.1 of March2005)

**CONTRACT DATA**

**APPOINTMENT OF A CONTRACTOR FO THE REPAIRS AND RENOVATIONS AT PEME  
OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION**

	<p>The Conditions of Contract are clauses 1 to 41 of the <b>JBCC</b> Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract will be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b></p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
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42.0	<b>Part 1: Contract Data completed by the Employer:</b>
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42.1	<b>CONTRACTING AND OTHER PARTIES</b>
2.1.1	<p><b>Employer:</b></p> <p><b>Government of the Republic of South Africa in its Northern Cape Provincial Government, represented by the Accounting Officer of the Northern Cape Department of Education.</b></p> <p>Physical address: <b><i>IK Nkoane Education House</i></b> <b><i>156 Barkly Road</i></b> <b><i>Homestead</i></b> <b><i>KIMBERLEY</i></b> <b><i>8300</i></b></p> <p><b><i>Tel: 053 839 6571 Fax: 053 839 6576</i></b></p>

[1.2]



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42.1.2 [1.1, 5.1]	<b><u>Principal Agent:</u></b>
[1.1]	<b><u>Representative of the Employer:</u></b>  <b>Departmental - PROJECT MANAGER: Mr. Donovan van Wyk</b>  <b>Physical address:</b>  <b>IK Nkoane Education House</b> <b>156 Barkly Road</b> <b>Homestead</b> <b>KIMBERLEY</b> <b>8300</b>  <b>Tel: 066 419 7888      Fax: 053 839 6576      Email: <a href="mailto:donovanvanwyk@ncdoe.gov.za">donovanvanwyk@ncdoe.gov.za</a></b>
42.2	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works description:</b> Refer to document C3 – Scope of Work.
42.2.2 [1.1]	<b>Site description:</b> Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a <b>State</b> organ only Where so :

[1.1 #] [31.11.2 #] [31.12.2 #]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)	
[11.2.#]	2) Lateral support insurance to be effected by the contractor:	Yes      No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods	Yes <input checked="" type="checkbox"/> No
[40.2.2.#]	4) Dispute resolution by litigation	Yes <input checked="" type="checkbox"/> No
[26.1.2 #]	5) Extended <b>defects</b> liability period applicable to the following elements: <b>N/A</b>	
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> . Ten (10) <b>working days</b> .	<input type="checkbox"/>
42.2.7	For the <b>works</b> as a whole:	<input type="checkbox"/>
[24.3.1] [30.1]	The date for <b>practical completion</b> shall be <b>four (4) Months</b> from the <b>commencement date</b> and the <b>penalty per calendar day</b> shall be <b>R800</b> .	



<p>42.2.8</p> <p>[24.3.1] [28.1]</p>	<p>For the <b>works</b> in <b>sections</b>:</p> <p>The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty per calendar day</b>: <b>NOT APPLICABLE</b></p> <p><b>Section 1:</b> ..... <input type="checkbox"/></p> <p><b>Section 2:</b> .....</p> <p><b>Section 3:</b> .....</p> <p><b>Section 4:</b> .....</p>
<p>42.2.9</p> <p>[1.2]</p>	<p>The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b></p>
<p><b>42.3</b></p>	<p><b>INSURANCES</b></p>
<p>42.3.1</p> <p>[10.1 #,</p>	<p><input checked="" type="checkbox"/> Contract works insurance to be effected by the <b>contractor</b></p>
<p>10.2 #</p> <p>12.1 #]</p>	<p><input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 10%</p> <p>With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p>For the minimum sum of R ..... ( .....))</p> <p>With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.2</p> <p>[10.1 #,</p> <p>10.2 #,</p> <p>12.1 #]</p>	<p>Supplementary insurance is required: <b>Yes</b></p> <p>To the minimum value of the <b>contract sum</b> plus 10 %</p>
<p>42.3.3</p> <p>[11.1 #,</p> <p>12.1 #]</p>	<p>Public liability insurance to be effected by the <b>contractor</b></p> <p><input checked="" type="checkbox"/> For the sum of R 5 million</p> <p><input type="checkbox"/> With a deductible not exceeding 5% of each and every claim</p> <p>Or</p> <p>For the sum of R <b>insert amount (insert amount in words)</b></p> <p><input type="checkbox"/> With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.4</p> <p>[11.2 #,</p> <p>12.1 #]</p>	<p>Support insurance to be effected by the <b>contractor</b></p> <p>For the sum of R <b>insert amount (insert amount in words)</b></p> <p>With a deductible of R <b>insert amount (insert amount in words)</b></p>



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



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





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



which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

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



- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

#### 10.7 Add the following as 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 do line 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 holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he will deem necessary

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

##### 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 property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

- 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

- 10.7.4 The **employer** shall be entitled to recover any and 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 will be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole
- 14.0 Replace the entire clause 14.0 with the following:
- 14.0 SECURITY**
- 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 expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**
- 14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty- one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.
- 14.3** Where the **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 cent (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**
- 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 the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**



- 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 per cent (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** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 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)
- 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**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 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 will recover from the payment reduction or will 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 five 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 mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** will issue a written notice in terms of 33.4 or will recover from the payment





	<p>reduction or will do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten per cent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be <i>mutatis mutandi</i> in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p> <p>14.8 Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this <b>agreement</b></p> <p>14.9 Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b>, in his sole discretion, and without notification to the <b>contractor</b>, is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten per cent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), where after 14.7 shall be applicable</p> <p>15.1.1 No clause</p> <p>15.1.2 The <b>security</b> selected in terms of 14.0</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p style="padding-left: 40px;">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) <b>calendar days</b> of <b>commencement date</b></p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p style="padding-left: 40px;">"Give the <b>contractor</b> possession of the <b>site</b> within ten (10) <b>working days</b> of the <b>contractor</b> complying with the terms of 15.1.4</p> <p>17.1.11 Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b>"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>26.1.2 Add # next to 26.1.2</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 or 31.8</p> <p>31.8 Amend as follows:</p> <p style="padding-left: 40px;">31.8(A) Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p>
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- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**.
- 31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the **works** in terms of 31.4.1 and **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(B).1 Ninety per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except were the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**
- 31.12 Delete the following: "Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due."
- 32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the  
32.5.4 **contractor**"  
and  
32.5.7  
34.1 Remove #
- 34.2 Add # next to 34.2
- 34.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** in the **final payment certificate**
- 34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**" and delete the words: "subject to the **employer** giving the **contractor** atax invoice for the amount due"
- 36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:





	<p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "<b>principal agent</b>" with "<b>employer</b>"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this</p> <p>37.5 <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever, and the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated</p> <p>38.7 and withdraw himself from the <b>site</b>. The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)"</p> <p>And 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the <b>mediator</b> and related costs.</p>
--	--

42.0	<b>Part 2: Contract Data provided by the Contractor:</b>
42.5	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b>  Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p>



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

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



42.6	<b>DOCUMENTS</b>
42.6.1	<p><b>Contract documents</b> marked and annexed hereto:</p> <p>Priced <b>bills of quantities</b>: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Document marked as: _____</p> <p><b>Lump sum document</b>: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Document marked as: _____</p> <p><b>Guarantees</b>: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Document marked as: _____</p> <p><b>Contract drawings</b>: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/> (Attach additional pages if more space is required)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>



## Fixed Construction Guarantee – JBCC



## FIXED CONSTRUCTION GUARANTEE JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(EDITION 4.1 OF MARCH 2005)

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

TO: CFO

Sir,

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

1. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "contractor") and the Government of the Republic of South Africa in its

**NORTHERN CAPE DEPARTMENT OF EDUCATION** (hereinafter referred to as the "employer"), Contract/Tender No: **BID: NC/DE/003/2023-2024: APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION.**

(hereinafter referred to as the "contract") in the amount of R \_\_\_\_\_,

( \_\_\_\_\_ ), (hereinafter referred to as the **contract sum**),

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

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

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



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

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

6. This undertaking is neither negotiable nor transferable, and

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

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 202\_\_

AS WITNESS

1. \_\_\_\_\_

1. \_\_\_\_\_

By and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorised thereto by resolution attached  
marked Annexure A)



DATE: \_\_\_\_\_

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





## **Variable Construction Guarantee – JBCC**



## VARIABLE CONSTRUCTION GUARANTEE JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(EDITION 4.1 OF MARCH 2005)

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

TO: CFO

Sir,

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

5. With reference to the contract between \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the “**contractor**”) and the  
Government of the Republic of South Africa in its **NORTHERN CAPE DEPARTMENT OF EDUCATION**  
(hereinafter referred to as the “**employer**”), Contract/Tender No: **BID: NC/DE/003/2023-2024: APPOINTMENT OF  
A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR  
NORTHERN CAPE DEPARTMENT OF EDUCATION.**

(hereinafter referred to as the “**contract**”) in the amount of R \_\_\_\_\_,  
( \_\_\_\_\_ ) (hereinafter referred as the **contract sum**),

I / We, \_\_\_\_\_

in my/our capacity as \_\_\_\_\_ and hereby

representing \_\_\_\_\_ (hereinafter referred to as the “**guarantor**”)  
advise that the **guarantor** holds at the **employer’s** disposal the sum of R \_\_\_\_\_,  
( \_\_\_\_\_ ) being 10% of the **contract sum** (excluding VAT), for the due fulfillment of  
the contract.

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

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



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

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

7. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** will make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee will be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. This undertaking is neither negotiable nor transferable, and
  - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
  - (b) shall lapse in accordance with clause 2(d) above; and
  - (c) shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 202\_\_

AS WITNESS

3. \_\_\_\_\_

4. \_\_\_\_\_

By and on behalf of



---

(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

(duly authorised thereto by resolution attached marked

Annexure A)



DATE: \_\_\_\_\_

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



## PRICING INSTRUCTIONS



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

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT IK PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION
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### C2.1 Pricing Instructions

#### 1. BILLS OF QUANTITIES

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

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

SABS 1200 is applicable to this contract.

#### 2. GENERAL PREAMBLES

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

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

#### 3. ORDERING OF MATERIALS

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

#### 4. IMPORTED MATERIALS AND EQUIPMENT

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

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

## 5. VALUE ADDED TAX

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

## 6. PRIME COST AMOUNTS

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

## 7. EXISTING SERVICES

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

## 8. SECURITY

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

## 9. HIV/AIDS AWARENESS

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

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

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





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

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

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

## **11. CONTRACT PRICE ADJUSTMENT PROVISIONS (ESCALATION)**

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

## **12. LOCAL LABOUR**

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

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

## **13. EXPENSES IN PREPARATION OF TENDERS**

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



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

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

#### EXTENT OF THE WORKS

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

Works to include alterations, earthworks, concrete work, masonry, roof covering, carpentry and joinery, ceilings, floor coverings, ironmongery, metalwork, plastering, tiling, plumbing and drainage, with associated siteworks, etc.

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

#### ORDER OF THE WORKS

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

#### LOCATION AND ACCESS

The site on which the work will be executed is in Peme Office, Kimberley.

**Peme Office, Mashiwa Street, Vergenoeg,  
Kimberley**

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

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



## SITE INFORMATION

### JBCC 2000 PRINCIPAL BUILDING AGREEMENT

(EDITION 4.1 OF MARCH 2005)

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION</b>
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#### C4 Site Information

##### 1. LOCATION AND ACCESS

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

**Peme Office  
Mashiwa Street  
Vergenoeg  
Kimberley**

Easy access to the site is available.

##### 2. NATURE OF THE GROUND

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

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



## Schedule of Proposed Subcontractors

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

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

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Bidder \_\_\_\_\_



# **BILLS OF QUANTITIES**

## **(INCORPORATING BUILDING WORKS AND EXTERNAL WORKS)**



## Health and Safety Specification



# STANDARD HEALTH AND SAFETY SPECIFICATION

## Standard Bills

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

- Environment Conservation Act No. 73 of 1989
- Water Act No. 54 of 1956
- Hazardous Substances Act No. 15 of 1973
- Atmospheric Pollution Prevention Act No.45 of 1965
- Physical Planning Act 88 of 1967

## GENERAL

- Client

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

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



licensed compensation insurer prior to commencing on site.

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

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

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

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

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

- The Site Notice Board should also *inter alia*, have the following information on it:
  - a. Site regulations concerning safe working procedures
  - b. Information on the nearest first-aid station
  - c. Ambulance
  - d. Doctor
  - e. CSO's number and
  - f. Other relevant persons
- Each and every Contractor shall give notification of Construction work to the Office of the Department of Labour **PRIOR** to commencement of work.
- Each Contractor shall provide the Client with a Pre Site establishment checklist
- Each Contractor shall to monthly safety audits on the project and provide the Client with a copy thereof
- Each Contractor shall provide to the Client a Health and Safety Representative inspection checklist and ensure that Health and Safety representatives do inspections at least on a monthly basis
- Each Contractor shall provide and demonstrate to the Client a Health and Safety management policy
- As per the General Safety Regulations Regulation 4 as contemplated in the Basic Conditions of Employment Act, No. 3 of 1983, have the relevant amount of trained First-Aiders on site.
- In terms of Regulation 3 of the General Safety Regulations, provide a first-aid box or boxes on the premises of work
- In terms of Section 23 of the OHS Act, provide all workers at all times, with the necessary PPE.





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

## **SAFE WORKING LOADS**

The Contractor shall ensure that where applicable:

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

## **ELECTRICAL EQUIPMENT AND PROCEDURES USED BY THE CONTRACTOR**

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

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

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

## **COMMISSIONING SAFETY PRECAUTIONS**

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

## **TOXIC MATERIALS**

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



## **INDEMNITY OF THE CLIENT AND HIS AGENTS**

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

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

## **SPECIFIC REQUIRMENTS**

### **Design**

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

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

### **Security**

The Contractor’s material site must be properly secured.

### **Existing environment**

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

### **Existing services**



All known services will be pointed out at site handover.

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

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

### **Ground conditions**

As per the geotechnical assessment.

### **Related restrictions affecting health and safety**

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

### **Control of pollution**

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

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

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

## **• Principal Contractor and Contractor**

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

### **GENERAL REQUIREMENTS**

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



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

### **Annexure:**

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

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

## **CONCLUSION**

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

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

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

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



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



## STANDARD ABBREVIATIONS OCCUPATIONAL HEALTH AND SAFETY

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



## HEALTH AND SAFETY SPECIFICATION BREAKDOWN OF MINIMUM EXPECTED COST ITEMS

**CARRY TOTAL TO SECTION C, CLAUSE C11 OF PRELIMINARIES**

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



## BILL OF QUANTITIES



## NOTICE TO TENDERERS

### 1. SITE DESCRIPTION

The site is situated in the Northern Cape Province, in the town: **KIMBERLEY**

### 2. WORKS DESCRIPTION

The work includes the: **REPAIRS AND RENOVATIONS**

### 3. TENDER ADJUDICATION

All tenderers with minimum CIDB grading of **3GB OR ABOVE** will be evaluated in line with relevant Procurement

### 4. VALUE - ADDED TAX (TAX)

The total tendered price must include for Value - Added Tax (VAT)

### 5. SITE INSPECTION

The Project Manager will meet prospective Tenderers as stipulated in the tender advertisement to take them on a tour of inspection of the site and to explain the nature and extent of the work in broad outline. During these compulsory site inspection meeting, all prospective tenderers shall sign onto a proof of attendance register for adjudication processes. Failure to attend the site meeting will lead to disqualification.

### 6. APPOINTMENTS

The Contractor shall obtain all necessary particulars of work timeously so to ensure a proper management of site, i.e. Appointment Letter, Specifications, work programme, EPWP schedule and all other project documents.

Safety Management - It is the responsibility of the Contractor to ensure that SHEQ is enforced.

### 7. SUBMISSION OF COMPLETE PRICED BILLS OF QUANTITIES WITH THE TENDER

Tenderers shall submit their priced bills of quantities in one original cast in black ink, with their tenders. Completed tender documents sealed in an envelope marked with the "PROJECT NAME", must reach Specified Offices with all requested documents

### 8. IMPORTANT

Please take note that before the tender documents are submitted for consideration they must be comprehensively completed. If the tenderer neglects to complete the necessary documents as requested above this could result in the disqualification of the tenderer.

### 9. DOCUMENTS

The Drawings, Articles of Agreements, Conditions of Contracts and Form of guarantee available for and must be examined by the Tenderers during normal office hours at the office of the Chief Director or His Representative / Agent before a tender is submitted.

### 10. SPECIFICATION

meaning of any item or description, or if this Specification contains any obvious errors in respect of measurements and quantities etc., then the Tenderer must immediately inform the Chief Director or His Representative / Agent and have same rectified or explained as the case may be. No claims will be considered afterwards where the Tenderer has failed with these instructions. No alterations, erasure, amendment or note is to be made in the text of this Specification and should any such alteration, erasure,

### 11. DRAWINGS

This Specification has been prepared in conjunction with the following drawing/s. Drawing number: Description:  
The site for this service is:- **KIMBERLEY: DISTRICT OFFICE - PEME**

### 12. SCOPE OF WORK

The Works covered by this Specification consists of the following: - **REPAIRS TO RENOVATIONS**

### 13. CONTRACT PERIOD

The time to be allowed for the completion of the Work in terms of Clause 20 of the Conditions of Contract shall be **FOUR (4) MONTHS** calculated from the acceptance of the tender.

## NOTICE TO TENDERERS

### 14. PENALTY FOR DELAY

Tenderers are advised that the penalty to be deducted in terms of Clause 24.2 (a) or Clause 24.3 (a) of the Conditions of Contract will be **R 800-00 (ONE HUNDRED RAND)** per day for each day by which the completion of the Works may be in arrears.

### 15. TRADE NAMES

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

### 16. QUALITY OF MATERIALS

Wherever the South African Bureau of Standards has prepared specifications for materials or products, such materials or products, whether so specified or not, are to be made and supplied to the Bureau's specification, and further where materials or products are manufactured by Permit Holders of the S.A.B.S., such materials or products must be supplied stamped with the S.A.B.S. mark. Should the Contractor wish to use the materials or products of a person or firm who is not a Permit Holder, when there are permit holders for the particular materials or products, he must obtain the written approval of the Chief Director or his Representative / Agent before confirming orders for any such materials, as no claim for extras in this respect will be considered. All references to Specifications and Codes of Practice of the Council of the Bureau of Standards shall be deemed to be references to the latest issue of such Specifications and Codes of Practice.

### 17. OVERALLS

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

### 18. ALTERNATIVE TENDERS

Tenderers are advised that, notwithstanding the provisions of Clause 6 on page 1 of the Tender Form, no alternative tenders for the work specified herein will be considered.

### 19. SECURITY OFFERED

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

## SPECIAL NOTES TO CONTRACTORS

(1). It is first and foremost the responsibility of the contractor to employ only qualified persons to ensure that the quality of workmanship delivered is at all times of a high and acceptable standard when handed over to the Department of Education. The contractor is to ensure proper supervision in order to achieve this as it is not the responsibility of the Works Inspector to act as a foreman on behalf of the contractor.

(2). It is the responsibility of the contractor / tenderer to visit the site to familiarise himself with the conditions on site prior to the pricing of this document.

(3). It is the responsibility of the contractor to consult with the Works Inspector responsible for the contract prior to the pricing of this document to clarify any discrepancies. Any deviation from this document without the consent of the Works Inspector will be deemed null and void.

(4). Any damages or repairs to surrounding works, the replacement of equipment or any other losses suffered as a result of negligence or any other action, which is to the detriment of the Department shall be made good at the expense of the contractor.

(5). The premises will be occupied during the contract period and care should be taken to isolate works in this regard.

(6). It is the sole responsibility of the contractor to verify dimensions on site and to determine the correct quantities and measurements before pricing commences. Failure to do so will be to the account of the contractor.

(7). The working hours shall be confined to between 7:00 to 17:00. should the need arise to work for extended hours and over weekends the contractor shall make prior arrangements for such with the Department and institution in question.

(8). The contractor will be responsible for the water and electricity supply including any other related costs necessary to conduct the said service for the duration of this project / contract. When making use of existing water and electricity supplies, financial arrangements must be made with the institution in question.

9). All works must be completed to Departmental standards and to the approval of the Chief Director of the Department of Education. Any sub-standard work will be corrected by the contractor at his own expense carried out to the complete satisfaction of the Chief Director. Failure to do so will result in non-payment and the Department will obtain alternate quotations in order to realise the desired quality of workmanship.

(10). All materials shall bear the SABS stamp of approval. The contractor must ensure that only material specified are priced for and that samples in this regard is presented for approval before use. any deviation from materials specified must be approved by the Chief Director of Education. Non-SABS approved materials shall not be accepted.

(11). The contractor is to allow for the submitting of actual paint samples and the application thereof in order for colour schemes to be finalised.

(12). The contractor shall utilise local labour to the maximum.

(13). After completion of the work leave perfect in all trades, remove all the rubble as a result of construction and leave the working area neat and tidy.

# SPECIFICATION - UNPRICED

FRANCES BAARD DISTRICT OFFICE - PEME

MAINTENANCE-CORRECTIVE

REPAIRS AND RENOVATIONS

SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>REPAIRS AND RENOVATIONS</b>				
<b>PRELIMINARY AND GENERAL</b>				
Contractual Requirements including Site Establishment and removal of site establishment.	No	1	R -	R -
Compliance to Occupational Health and Safety Act and Regulations The contractors attention is drawn to the notes to tenderers "Occupational Health and Safety Act" with the full contents thereof as well as the Government Gazette No. 25207 (18 July 2003) and O.H & S. Specification is provided. The total cost of the Health and Safety items must be priced under this clause as no additional claims will be entertained.	No	1	R -	R -
<b>SUB TOTAL</b>				R -
<b>EARTHWORKS</b>				
<b>EXCAVATIONS</b>				
<u>DEFINITIONS FOR EXCAVATIONS:</u> Earth shall mean ground that can be removed by hand tools and shall include loose gravel, clay, made up ground, loose or soft shale, oukclip and any loose boulders less than 75mm in diameter. Soft rock shall mean rock that can be loosened by hand pick or crowbar and includes hard shale, compact oukclip, stone of a similar hardness and boulders from 75mm diameter up to 0, 03 cubic meters in volume. Hard rock shall mean granite, quartzitic sandstone, slate and rock of similar or greater hardness, and boulders over 0, 03 cubic meters in volume.				
<b>EXCAVATIONS FOR NEW SEWER, INCREASE GRADIENT OF EXISTING SEWER AND NEW WATER SUPPLY PIPE TRENCHING</b>				
Excavate in earth for a 330m trench exceeding 1000mm and not exceeding 2000mm deep to lay a 160mm diameter Upvc drain pipe measured elsewhere. Excavations must be 600mm wide and in straight lines and neatly trimmed.	m³	370	R -	R -
Excavate earth out of 8 holes, 1mx1mx exceeding 1meter and not exceeding 2m deep for the construction of 8 manholes measured elsewhere.	m³	7	R -	R -
Excavate earth out of 150m trench, 600mm deep x 300mm wide for a new water pipe measured elsewhere.	m³	20	R -	R -
<b>Extra over trench excavations in earth for excavations</b>				
Soft rock	m³	22	R -	R -
Hard rock	m³	12	R -	R -
<b>Extra over all excavations for carting away</b>				
Surplus material including rock from excavations and/or stock piles on site to be used to fill up the existing conservancy tank. Material shall be well watered and rammed in layers not exceeding 150mm in depth and thoroughly consolidated to a density of not less than 90% Modified AASHTO.	m³	14	R -	R -
<b>Filling</b>				
Place 100mm river sand blinding and compact- length 480m	m³	48	R -	R -
Place 200mm river sand blanket and compact- length 480m	m³	96	R -	R -
Backfill trench and compact to a density of not less than 90 per cent Modified AASHTO.	m³	417	R -	R -
<b>SUB TOTAL</b>				R -

## CONCRETE WORK



SPECIFICATION	UNIT	QTY	Unit Price		Amount	
Break up existing six manhole concrete bases of 600mm( L) x 450mm (W) x 100mm thick which will be directed on site.	m <sup>3</sup>	1	R	-	R	-
Cast new concrete base of 600mm( L) x 450mm (W) x 100mm thick in class C-concrete with concrete strength not less than 25Mpa for eight new drain manholes measured elsewhere.	m <sup>3</sup>	1	R	-	R	-
SUB TOTAL					R	-

## MASONRY

### BRICKWORK

#### Manholes

Demolish six existing manholes, 600mm(L) x 600mm(W), not exceeding 1000mm deep.	no	6	R	-	R	-
Break into existing sewer drain not exceeding 1000mm deep, connect new 160mm diameter PVC piping and make good to wall, etc. Also redo the benching according to the new flow direction.	no	1	R	-	R	-
Supply and install a new 450 x 450mm light duty single seal manhole cover with frame on top of existing valve chamber.	no	1	R	-	R	-
Construct a new manhole with a 600 x 600mm medium duty double seal manhole cover with frame. Build a manhole of 15 course one brick walls in stretcher bond with NFX bricks in Class11 mortar, plastered interior walls and the exposed exterior one brick coarse above natural ground level. Benching to the floor of manhole and around drain pipe.	no	5	R	-	R	-
Construct a new manhole with a 600 x 600mm medium duty double seal manhole cover with frame. Build a manhole of 19 course one brick walls in stretcher bond with NFX bricks in Class11 mortar, plastered interior walls and the exposed exterior one brick coarse above natural ground level. Benching to the floor of manhole and around drain pipe.	no	2	R	-	R	-
Construct a new manhole with a 600 x 600mm medium duty double seal manhole cover with frame. Build a manhole of 23 course one brick walls in stretcher bond with NFX bricks in Class11 mortar, plastered interior walls and the exposed exterior one brick coarse above natural ground level. Benching to the floor of manhole and around drain pipe.	no	1	R	-	R	-
SUB TOTAL					R	-

## ROOF COVERING

### REPAIR ROOF LEAKAGES

<p>Thoroughly examine roof surfaces of buildings. The contractor is to pay special attention internally where watermarks are evident on ceilings to locate leaks. All loose, missing or worn out roof screws are to be replaced, plug screw holes using an approved wood glue and fit new and longer roof screws including new washers and under cup washers. Holes in sheets are to be soldered. Similarly examine all ridging and make good where defective sections are located. Areas of roof that have been previously sealed must be carefully re-examined and all defective membranes should be removed and repaired as mentioned above. In addition to this, the contractor is to provide the Department with a written guarantee equivalent to one year starting from the date of final delivery.</p> <p><u>Location:</u></p> <p>Building Block A: 204m<sup>2</sup></p> <p>Building Block B: 936m<sup>2</sup></p> <p>Office Block D: 936m<sup>2</sup></p> <p>Office Block E: 936m<sup>2</sup></p> <p>Covered Passages: 405m<sup>2</sup></p>	m <sup>2</sup>	3417	R	-	R	-
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### SUPPLY AND INSTALL NEW 0,6MM CORUGATED ROOF SHEETS

Replace rusted corrugated roof sheets with new SABS approved 0,6mm corrugated roof sheets with 6 x 75mm roof screws on roof of office block C which will be directed on site.	m <sup>2</sup>	858	R	-	R	-
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### SHEET METAL FLASHINGS

Supply and install new 0,55mm thick approved galvanized metal ridgeflashings and accessories. Fixtite stitching screws to be used to fix flashings to sheeting at Office block C.	m	80	R	-	R	-
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SPECIFICATION	UNIT	QTY	Unit Price		Amount	
Replace missing 25mm x 10mm gable flashing with new 0,55mm thick approved galvanized metal flashings and accessories. Clips and Fixtite stitching screws to be used to fix flashings to sheeting at Office block C.	m	12	R	-	R	-
Refit existing loose gable flashing with suitable fastners at office block E.	m	3	R	-	R	-
SUB TOTAL					R	-

## CARPENTRY AND JOINERY

### REPAIR TO TIMBER ROOF TRUSS CONSTRUCTION

Where components of the wooden roof construction are replaced they must be taken out and removed and replaced in "Merchantable Grade" South African Pine complying with the requirements of SABS Specifications for Stress-Graded Softwood General Structural Timber, S.A.B.S.563. During the replacement of components of the roof construction the rest of the roof construction must be supported. Where roofs have sagged they must be realigned including the supply of additional bearers, struts, etc. All roof timbers are to be treated in accordance with the requirements for Class C preservatives as laid down in the SABS Code of Practice for Preservative Treatment of Timber, S.A.B.S.05. Roof trusses are to be properly constructed, lapped at all junctions and spiked together with ends of nails crimped over and each intersection bolted with 10mm diameter bolts. Feet of trusses are to be secured with 1,6mm galvanized mild steel straps 38mm wide and 900mm girth wrapped around roof timbers and spiked to plates. Purlins must be in long lengths continuous over at least three rafters, set on edge, securely spiked to rafters and each intersection of purlin and rafter must be tied together with and including 4mm diameter galvanized wire tie 750mm long wrapped around rafter and purlin, tightly drawn up and twisted.

Replace defective 50mm x 76mm purlins with new of existing roof trusses at office block C.	m	264	R	-	R	-
Replace defective 50mm x 76mm foot purlins with new at building block A.	m	40	R	-	R	-
Supply and fit 114mm x 38mm verge timber, 200mm long and fastened twice with 6mm diameter bolts and nuts to existing verge timber at building block A.	m	4	R	-	R	-

### SUPPLY AND INSTALL NEW FASCIA AND BARGE BOARDS

Supply and install new 225mm x 10mm fibre cement fascia and barge boards with steel joiners at eaves and gable wall. Location: Building block A - fascia board: 40m barge board: 24m; Office Block C - barge board: 4m; Office Block E - barge board: 2m	m	70	R	-	R	-
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### SUPPLY AND INSTALL F.L & B DOORS(SINGLE LEAF)

Take down 2 damaged timber doors and 3 damaged steel doors and remove from site. Supply and fit to frames new single leaf 44x810x2030mm meranti hardwood F.L and B open back door including weatherboard, hung on new hinges using new screws of a suitable length. New door are to be fitted, with an even gap of 2mm around the outside of door. Supply and fit new hardwood door specified and leave door to open and close freely without being hinge bound on completion. Location: Block C - room no. 4 and 5 ; Block A - Ladies and Gents toilets including kitchenette.

no	5	R	-	R	-
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### SUPPLY AND INSTALL F.L & B DOORS(DOUBLE LEAF)

Take down damaged double timber doors and remove from site. Supply and install rebated 1510mm x 2015mm double timber door as specified above. Location: In passage of office block C and D.

no	2	R	-	R	-
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### REPLACE DOORS (SAPELE SEMI-SOLID)

Take down toilet cubicle steel doors in toilet blocks where directed and remove from site. Supply and hang on existing mild steel hinged using 40mm mild steel wood screws, new Semi-Solid Sapele Veneered doors, neatly hung with a 3mm gap all round. Doors are to open and close freely without any obstruction and should not be hinge bound in any way. Ladies and Gents toilets at block A.

no	2	R	-	R	-
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### REPLACE DAMAGED MERANTI SKIRTINGS AND QUDRANTS

Replace damaged skirtings and quadrants with new 68mmx13mm "Meranti" skirting and 30mmx30mm quadrant which is nailed to the wall at not exceeding 300mm centers, with 2mm diameter galvanized cadminium plated clout headed nails, 40mm long, or fixed to walls with hardened steel nails driven into the brickwork. Location: Block B - disabled toilet

m	6	R	-	R	-
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SUB TOTAL					R	-
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SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>CEILINGS</b>				
<b>NEW RHINO BOARD CEILINGS</b>				
Carefully take down damaged ceiling boards. Supply and securely fix to existing ceiling construction new 6.4mm rhino ceiling boards where mentioned complete with cover strips or similar to match existing and 75mm rhino cornices. New rhino board ceiling panels are to be securely fixed in place using suitable 32mm grabber screws spaced at centers not exceeding 150mm and cornices at centers not exceeding 200mm using suitable hammer fasteners. Leave new ceiling flush and even on completion. Location: Block B: room 2- 10m <sup>2</sup> ; room 3 - 50m <sup>2</sup> ; room 4 - 25m <sup>2</sup> ; room 5 - 25m <sup>2</sup> ; Block C: room 6 - 25m <sup>2</sup>	m <sup>2</sup>	135	R -	R -
<b>REPLACE MISSING TIMBER CORNICE</b>				
Provide and fit, in an approved manner, new 50 x 25mm SA Pine timber cornice which is nailed to the wall at not exceeding 300mm centers, with 2mm diameter galvanized cadmium plated clout headed nails, 40mm long, or fixed to walls with hardened steel nails driven into the brickwork to match existing. Location: Block B - room 8: 3m; Block C - room 4: 3m	m	6	R -	R -
<b>FASTEN AND SEAL EXISTING CORNICE</b>				
Fasten as mentioned above and seal with an approved white paintable silicone sealer the existing cornices. Location: Block B - room 8: 3m; Block D - room 2: 5m	m	8	R -	R -
<b>SUB TOTAL</b>				R -

<b>FLOOR COVERINGS, WALL LININGS, ETC.</b>				
<b>RE-FIT LOOSE CARPET TILES</b>				
Sand down and clean floor surfaces of loose carpet tiles. Apply an SABS approved carpet adhesive according to manufacturers instructions to floor area and re-fit the loose tile carpet.	m <sup>2</sup>	100	R -	R -
<b>SUB TOTAL</b>				R -

<b>IRONMONGAREY</b>				
<b>LOCKS AND FURNITURE</b>				
Replace timber door lock with a new SABS approved double cylinder lock with mortice door lock set supplied complete with C.P furniture and two keys per lock. Lock are to be similar or equal to that supplied by "Solid or Union". Location: Block A - ladies and gents toilets x 2; kitchenette x 1; store room adjacent to kitchenette; Block C - room 5 ; double steel door between block B and C.	no	6	R -	R -
Supply and install a new SABS approved double cylinder type lock with mortice door lock set supplied complete with C.P furniture and two keys per lock including rebate conversion kit for double rebated timber door. Lock are to be similar or equal to that supplied by "Solid or Union". Location: Block C - double timber door in passage; Block D - double timber door in passage.	no	2	R -	R -
Replace only door cylinder type mortice lock case with C.P furniture. Location: Block B room 2.	no	1	R -	R -
Replace only double cylinder type lock of timber door with a new chrome plated SABS approved lock. Lock are to be similar or equal to that supplied by "Solid or Union". Location: Block B - room 3.2 and 3.3	no	2	R -	R -
Supply and install SABS approved toilet door chrome plated indicator bolt. Location: Block A - Ladies and gents toilets x 2	no	2	R -	R -
Supply missing SABS approved chrome plated paraplegic door indicator bolt. Location: Block E - disabled toilet	no	1	R -	R -
Replace security ultra doorlock only with a new SABS approved lock with two keys. Location: Block A - store room.	no	1	R -	R -
Supply and deliver one duplicate key for main entrance door at block B - room3.	no	1	R -	R -
Supply and install missing chrome plated striker plate of existing door lock. Location: Block B - room 2.3 and Block C - room 8(main entrance).	no	2	R -	R -
Refit doorlock by using 65mm long x 4mm thick bolts and nuts. Location: Block B - room 8.1.	no	1	R -	R -



SPECIFICATION	UNIT	QTY	Unit Price	Amount
Supply and install missing 200mm long window pegstays, chrome plated finish. Fit stays to window brackets with screw provided to ensure that all new stays are fully operational on completion. Location: Ladies toilet - block A x 2; In passages of Block B, C, D and E.	no	30	R -	R -
SUB TOTAL				R -
<b>METALWORK</b>				
<b>SUPPLY AND INSTALL A DOOR LOCK TAMPER PROOF STEEL COVER PLATE</b>				
To tamper proof existing door lock at block B - room 4, supply and fit a 9mm (W) x 40mm (L) x 3mm thick mild steel plates, flush to both sides of existing timber door, fastened with four black galvanised M8x 50mm long cup square bolts and nuts.	no	1	R -	R -
SUB TOTAL				R -
<b>PLASTERING</b>				
<b>REPAIR CRACK TO WALL</b>				
Create a vee notch in the wall approximately 10mm wide over the crack using a hammer and chisel or other small power tools and clear all debris, loose concrete and dust, prime the surface with approved concrete primer and fill the vee notch with epoxy mortar "silka mono op 615HB or similar approved.	m <sup>2</sup>	1	R -	R -
<b>REMOVAL OF STALL URINAL</b>				
Carefully remove 1m long x 1.2m high steel stall urinal in gents toilet at block A and cart away from site. Neatly repair and make good to face of walls where stall urinal have been removed at .	no	1	R -	R -
Carefully hack up step of stall urinal where directed until surface bed is reached and remove rubble from site.	m <sup>3</sup>	1	R -	R -
SUB TOTAL				R -
<b>TILLING</b>				
<b>WALL TILLING - SPLASH BACK</b>				
Fit new Class A glazed 200x200x8mm thick ceramic wall tiles equal or similar to "Johnson Tiles" to walls for splash back above kitchen sink at building block A. Thoroughly clean, prepare for and cover walls in an approved manner, using an approved glazed porcelain wall tiles as well as an approved tile adhesive applied in strict accordance with the instructions of the tile manufacturer. Joints between tiles are to be of a uniformed size, approximately 3mm – 5mm wide depending on the size of the tile being used. On completion neatly grout in joints between tiles with an anti-bacterial waterproofing grouting, neatly strike off and leave perfectly clean.	m <sup>2</sup>	1	R -	R -
Fit new Class A 400x250x8mm thick ceramic wall tiles to gents and ladies toilets at building block A. Thoroughly clean, prepare for and cover walls in an approved manner, using an approved glazed porcelain wall tiles as well as an approved tile adhesive applied in strict accordance with the instructions of the tile manufacturer. Joints between tiles are to be of a uniformed size, approximately 3mm – 5mm wide depending on the size of the tile being used. On completion neatly grout in joints between tiles with an anti-bacterial waterproofing grouting, neatly strike off and leave perfectly clean.	m <sup>2</sup>	100	R -	R -
Fit new Class A 450x450x8mm thick ceramic floor tiles to gents and ladies toilets at building block A. Thoroughly clean, prepare for and cover walls in an approved manner, using an approved glazed porcelain floor tiles as well as an approved tile adhesive applied in strict accordance with the instructions of the tile manufacturer. Joints between tiles are to be of a uniformed size, approximately 3mm – 5mm wide depending on the size of the tile being used. On completion neatly grout in joints between tiles with an anti-bacterial waterproofing grouting, neatly strike off and leave perfectly clean.	m <sup>2</sup>	15	R -	R -
Replace all broken and missing floor tiles in passages with a similar colour and tile finish, the same as specified above which will be directed on site. Also where missing neatly grout in joints between tiles with an anti-bacterial waterproofing grouting, neatly strike off and leave perfectly clean.	m <sup>2</sup>	50	R -	R -
SUB TOTAL				R -



SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>PLUMBING AND DRAINAGE</b>				
<b>EAVE GUTTERS REFIX AND RE-ALIGN</b>				
Examine all eaves gutters thoroughly clean out interior of gutters and remove visible rust by means of wire brushing. Straighten and align all gutters and supply and fit new gutter brackets where required. Gutters are to be re-aligned using hoped iron straps, 32mm wide fixed to each existing gutter bracket or every second bracket as and where required. Galvanized hoped iron straps are to be fixed to bracket bolts and riveted to roof sheeting respectively using aluminium rivets. In addition to the above, all gutters are to be rendered watertight on completion using an approved bitumen sealer applied to the inside in strict accordance with instructions of the manufacturer.	m	672	R -	R -
Replace rusted galvanised gutters with new SABS approved 100 x 125mm galvanised gutters complete with brackets, stop - ends and outlets at building block B and C.	m	320	R -	R -
<b>PIPEWORK ETC.</b>				
<b>SUPPLY AND LAY NEW 50MM HDPE WATER MAIN SUPPLY</b>				
Supply and lay new 50mm high density polyethylene pipe (class 6) according SANS 2001-DP6 in trench complete with all the necessary compression fittings required to render the supply of water to all existing plumbing fixtures operational at the District Office - Peme.	m	150	R -	R -
Supply and lay/fit new 20mm high density polyethylene pipe (class 6) according SANS 2001-DP6 in trench and against masonry wall complete with all the necessary compression fittings required to render the supply of water to all existing plumbing fixtures operational at building block A.	m	6	R -	R -
Remove rusted 20mm diameter galvanised service pipe at building block A, which will be directed on site and cart away.	m	15	R -	R -
Supply and fit where directed surface 16mm Cross-Linked Polyethylene (PEX) water pipes complete with all the necessary compression fittings required as well as all other fittings and fixtures that may be required to render the supply of water to all existing plumbing fixtures operational at building block A. <b>NB: Contractor to conduct a water test on water supply pipes to check for leaks at joints etc.</b>	m	15	R -	R -
<b>SUPPLY AND FIT NEW WASTE WATER PIPES</b>				
Remove rusted 50mm diameter galvanised waste water pipes at building block A, which will be directed on site and cart away.	m	5	R -	R -
Supply and install new 50mm PVC waste water pipe complete with all the necessary fittings and connect to all plumbing fixtures operational at block A.	m	10	R -	R -
<b>SUPPLY AND LAY NEW DRAIN PIPES</b>				
Supply and lay 160mm diameter Upvc underground drain pipes with a 1:80 slope in earth trench measured elsewhere.	m	130	R -	R -
Supply and lay 160mm diameter Upvc underground drain pipes with a 1:100 slope in earth trench measured elsewhere.	m	180	R -	R -
<b>EXTRA OVER UPVC DRAIN PIPES</b>				
110mm x 87.5° ribbed bend plain underground soil fitting	no	3	R -	R -
110mm x 45° ribbed junction plain	no	3	R -	R -
110mm x 50 unction single reducing plain above ground soil fitting	no	2	R -	R -
110mm x 87.5° vent horn bend excess heel above ground soil fitting	no	2	R -	R -
110mm P-Trap gully	no	1	R -	R -
150x110mm gulleyhead and grate - round	no	1	R -	R -
110mm x 45° rodding eye - location: Building Block A x 1; Block E x 2	no	3	R -	R -
50mm vent valve 2-way	no	1	R -	R -
110mm pan collar straight	no	2	R -	R -
<b>REMOVE CAST IRON DRAIN PIPES AND FITTINGS</b>				
Take down and remove 110mm cast iron drain fittings and vent pipe at building block A and cart away from site.	item	1	R -	R -

SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>RUBBER TRAPS</b>				
Supply and install new 32mm Butyl rubber trap including hose clamps under two new hand wash basins and existing sink at kitchenette of building block A.	no	3	R -	R -
Supply and install new 38mm Butyl rubber trap including hose clamps under new urinal at gents toilet of building block A.	no	1	R -	R -
<b>WASTE UNIONS</b>				
Supply and install new 32mm basin waste union with backnut plug and chain as cobra 301 or similar approved at gents and ladies toilets of Block A.	no	2	R -	R -
Supply and install a new 38mm Urinal waste union at gents toilet at Block A.	no	1	R -	R -
Replace damaged 32mm basin push button waste union with new at Block B - ladies toilet x 1; Block D - gents toilet x 2.	no	3	R -	R -
<b>TAPS, VALVES, ETC.</b>				
Supply and install a new SABS approved 22mm brass stop tap against wall at Block A.	no	1	R -	R -
Replace disfunctional gate valve with a new SABS approved 50mm fullway brass gate valve in existing valve chamber which will be directed on site.	no	1	R -	R -
Supply and install a new 15mm Boll O- stop lever valve. Location: Block A - ladies and gents toilets x 4; Block D - gents toilet x 1.	no	5	R -	R -
Supply and install new 15mm flexi-connector pipes at Block A - gents and ladies toilets x 4 and under sink in kitchenette.	no	5	R -	R -
Supply in fit a SABS approved junior flush master similar to "Cobra" complete with spreader pipe and all necessary fittings to render the job operational and leak free at new urinal of gents toilet at Block A.	no	1	R -	R -
Service and repair the existing junior flush master at urinals of gents toilets at Block D.	no	2	R -	R -
Supply and install new 15mm C.P star pillar taps at basins of ladies and gents toilets of Block A.	no	2	R -	R -
Replace disfunctional wall mounted 15mm C.P sink mixer tap with new at kitchen of Block D.	no	1	R -	R -
Replace disfunctional push button flush mechanism of cistern at gents toilets of Block D.	no	1	R -	R -
Repair water leakage at pan collar of water closet at disabled toilet of Block B.	no	1	R -	R -
<b>SANITARYWARE</b>				
<b>SUPPLY AND INSTALL NEW HAND WASH BASIN</b>				
Disconnect water supply and remove rusted cast iron wash hand basin and cart away from site. Location: Block A - gents and ladies toilets x 2.	no	2	R -	R -
Supply and install a new Vaal Sanitaryware Daisy vitreous china or similar approved wall mounted basin colour White (Code: 700803WH), size 510 x400mm with one tap hole (LHS) including integrated overflow and chainstay hole, bolted to wall with two 10mm bolts (Code:8448Z0) and sealed with silicone sealant where basin meets wall.Connect hand wash basin to water and waste pipe and leave perfect in all trades.	no	2	R -	R -
<b>SUPPLY AND INSTALL NEW WALL MOUNTED URINAL</b>				
Supply and fit to wall where directed, new Vaal sanitaryware sweetpea wall hung bowl urinal (code: 705127) white vitreous Spreader (code 3545) and two hanger brackets (code 8127).Connect urinal to water and waste pipe and leave perfect in all trades.	no	1	R -	R -
<b>SUPPLY AND FIT NEW WATER CLOSET SUITES (SEMI CLOSED) COMPLETE WITH CISTERN</b>				
Disconnect water supply and remove cisterns and toilet pans at ladies and gents of Block A and cart away from site.	no	2	R -	R -
Supply and fit new porcelain semi close couple water closets complete with cistern, flushing mechanisms as well as heavy duty pvc double flap toilet seats.Connect cisterns to new water supply and pan to new pan connector, adapted as and where required using approved fittings that are to be supplied.Thoroughly prepare floor to receive new pan, chip and slush and thereafter bed the base of new pan using 3:1 cement mortar, and leave to set. Securely bolt new cistern to walls using suitable none ferrous fixing lugs supplied with cistern.	no	2	R -	R -
<b>SUB TOTAL</b>				R -

SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>PAINTING</b>				
<b>INTERNAL PAINTING</b>				
<b>PAINT PAINTED CEILINGS AND NEW CEILINGS</b>				
Clean down, prepare for and apply one undercoat and two coats of PVA Acrylic paint to previously painted ceilings and new ceilings where directed. Location: Gents and ladies toilets at block A - 13m <sup>2</sup> and kitchenette - 3m <sup>2</sup> ; Block C - room 6- 25m <sup>2</sup> ; room 5 - 49m <sup>2</sup> ; room 4 - 49m <sup>2</sup> ; room 3 - 49m <sup>2</sup> ; room 2 - 49m <sup>2</sup> ; Block D- gents toilet - 16m <sup>2</sup> ; Block B - room 3 - 49m <sup>2</sup> ; room 2 - 10m <sup>2</sup> ; room 4 - 25m <sup>2</sup>	m <sup>2</sup>	337	R -	R -
<b>PAINT WALLS WITH EMULSION PAINT</b>				
Prepare painted wall surfaces by sanding down thoroughly. Clean down walls using and approved detergent rendering walls free from dirt and grease. All cracks are to be filled with approved crack filler and sanded down to a smooth and even surface flush with surrounding surfaces. On completion apply one undercoat and two coats emulsion paint similar to "Dulux or Plascon" paint to walls where directed. Location: Block A -kitchenette - 20m <sup>2</sup>	m <sup>2</sup>	20	R -	R -
<b>PAINT WINDOW FRAMES WITH HIGH GLOSS</b>				
Clean down, prepare for and apply one undercoat and two coats high gloss to window frames (both sides). Location: Block A - gents and ladies toilets - 4m <sup>2</sup>	m <sup>2</sup>	4	R -	R -
<b>PAINT DOOR FRAMES WITH HIGH GLOSS</b>				
Clean down, prepare for and apply one undercoat and two coats high gloss to door frames. Location: Block A - gents and ladies toilets - 10m; kitchenette - 5m; store room - 5m.	m	20	R -	R -
<b>VARNISH SKIRTINGS AND QUADRANT WITH HIGH GLOSS</b>				
Sand down, thoroughly clean, prepare for and apply two coats approved varnish to timber doors. Allow for a 24 hour drying time between coats with doors lightly sanded between coats. Location: Block B - disabled toilet.	m	6	R -	R -
<b>EXTERNAL PAINTING</b>				
<b>VARNISH DOORS WITH HIGH GLOSS</b>				
Sand down, thoroughly clean, prepare for and apply two coats approved varnish to timber doors. Allow for a 24 hour drying time between coats with doors lightly sanded between coats. Location: Block A - gents and ladies toilets, kitchenette and store room; Block C - room 4 and 5; Double door in passage of Block C and D.	m <sup>2</sup>	27	R -	R -
<b>PAINT SECURITY GATE WITH HIGH GLOSS</b>				
Clean down, prepare for and apply one undercoat and two coats high gloss to security gate. Location: Block A - store room.	m <sup>2</sup>	3	R -	R -
<b>PAINT FASCIA AND BARGE BOARDS WITH HIGH GLOSS</b>				
Clean down, prepare for and apply one undercoat and two coats high gloss to painted fascia and barge boards. Location: Block B, C, D and E.	m	1025	R -	R -
Clean down, prepare for and apply plaster primer, one undercoat and two coats high gloss to newly installed fascia and barge boards. Location: Block A, C and E.	m	70	R -	R -
<b>PAINT GUTTERS AND DOWNPIPES WITH HIGH GLOSS</b>				
Clean down, prepare for and apply primer, one undercoat and two coats high gloss to existing gutters - 726m and downpipes - 45m. Location: Block B, C, D and E.	m	771	R -	R -
<b>SUB TOTAL</b>				R -
<b>END OF SPECIFICATIONS</b>				



SPECIFICATION	UNIT	QTY	Unit Price	Amount
SUMMARY				

PRELIMINARY AND GENERAL	R	-
EARTHWORKS	R	-
CONCRETE WORK	R	-
MASONRY	R	-
ROOF COVERING	R	-
CARPENTRY AND JOINERY	R	-
CEILINGS	R	-
FLOOR COVERING	R	-
IRONMONGERY	R	-
METAL WORK	R	-
PLASTERING	R	-
TILLING	R	-
PLUMBING AND DRAINAGE	R	-
PAINTING	R	-
SUB TOTAL	R	-
15% VAT	R	-
TOTAL TENDER PRICE	R	-

TENDER PRICE IN WORDS

SIGNATURE OF TENDERER:	
DATE:	DD/MM/20YY

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

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