



BID NUMBER SCC 06/2024

THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY
CAMUPS AT SOUTH CAPE TVET COLLEGE.

CLOSING DATE: 20 SEPTEMBER 2024

CLOSING TIME: 11H00

NAME OF BIDDER*

.....

ADDRESS*

.....
.....
.....
.....

TEL NUMBER*

.....

FAX NUMBER*

.....

NATIONAL TREASURY'S CENTRALISED
SUPPLIER DATABASE NUMBER*

.....

BID AMOUNT, INCL VAT*

.....

(* TO BE COMPLETED BY BIDDER)

SOUTH CAPE TVET COLLEGE

**THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT
SOUTH CAPE TVET COLLEGE. SCC 06/2024.**

CONTENTS

The Tender

Part T1: Tendering procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data

Part T2: Returnable documents

T2.1 List of Returnable Documents

T2.2 Returnable Documents

The Contract

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Part C2: Pricing data

C2.1 Pricing Instructions

C2.2 Priced Document comprising
Section 1: Preliminaries
Section 2 to 5: Bills of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 List of Drawings

C3.3 Pro Formas

Part C4: Site information

Part C5: Annexes

Part T1 : Tendering procedures

T1.1 : Tender Notice and Invitation to Tender

T1.2 : Tender Data

T1.1 Tender Notice and Invitation to Tender

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCC 06/2024	CLOSING DATE:	Friday, 20 September 2024	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SOUTH CAPE TVET COLLEGE CENTRAL OFFICE BUILDING					
GROUND FLOOR					
125 MITCHELL STREET					
GEORGE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Sisanda Mpalala		CONTACT PERSON	Asavela Siganga	
TELEPHONE NUMBER	044 693 2613		TELEPHONE NUMBER	044 873 4978	
FACSIMILE NUMBER	044 884 0361		FACSIMILE NUMBER		
E-MAIL ADDRESS	Sisanda.mpalala@sccollege.co.za		E-MAIL ADDRESS	Asavela.siganga@sccollege.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. company resolution)	
DATE:	

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 12 published in Government Gazette No. 31823 of 30 January 2009 and as amended from time to time. (see www.cidb.org.za)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this bid. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause

number

Tender Data

F.1.1 The employer is the SOUTH CAPE TVET COLLEGE

F.1.2 The tender documents issued by the employer comprise the following sections:

Part T1 Tendering Procedures

T1.1 Tender notice and invitation to tender

T1.2 Tender data

T2.1 List of returnable documents

T2.2 Returnable schedules

Part C1: Agreements and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

Part C2: Pricing data

C2.1 Pricing instructions

C2.2 Section 1: Preliminaries

Section 2 to 5 : Priced Document comprising Bills of Quantities

Part C3 Scope of work

Part C4 Site information

F.1.4 The employer's agent is:

Name : Ms Sisanda Mpalala

Address : 125 Mitchel Street

George

6530

Tel : 044 – 805 4500

F.2.1 Only those bidders that satisfy the grading requirement of a CIDB grading of a **3GB General Building or Higher** – joint ventures with combined CIDB rating will be accepted, Joint Venture calculator would be used for calculations, as calculated in terms of the CIDB regulations and **registered on the National Treasury's Centralized Supplier Database** are eligible to have their bids evaluated.

Add the following to F.2.1.1:

Joint Ventures are eligible to submit tenders provided that:

- every member of the Joint Venture is registered with the CIDB;
- the lead partner has a contractor grading designation of not more than one lower than the designation determined in accordance with the sum tendered;
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered;
- The contract participation of each member in a Joint Venture shall be in accordance with the individual member's CIDB contractor grading designation.

F.2.7 The arrangements for compulsory clarification/briefing meetings are:

Location: MOSSEL BAY CAMPUS
KREUPELHOUT STREET, HEIDERAND
MOSSEL BAY
6500

Date: 06 SEPTEMBER 2024, FRIDAY MOSSEL BAY CAMPUS

Starting time: 11h00 Mossel Bay Campus

Confirmation of attendance to be notified at least one full working day in advance to:

Name: Sisanda Mpalala

Tel: 044 805 4500

Email: Sisanda.mpalala@sccollege.co.za

F.2.12 No alternative tender offers will be considered.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: Finance Department, 2nd floor, South Cape College Central Office

Physical address: 125 Mitchel Street, George

Identification details: Maintenance work at Mossel Bay campus.

Couriered tender offers will be accepted but must be deposited by hand into the said tender box.

F.2.13.6 A two-envelope procedure will not be followed

F.2.15 The closing time for submission of bids is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile, copied or e-mailed tender offers will not be accepted

F.2.16 The tender offer validity period is 90 days.

F.2.18 The bidder is to submit the Priced Document (Rates and Final summary page) at closing of tender for evaluation purposes. Failure to comply will render the bidder's offer invalid.

F.2.23 The bidder is required to submit at closing of tender a **valid** Tax Clearance Certificate or **valid** Tax Compliance Certificate issued by the South African Revenue Services. Failure to comply will render the bidder's offer invalid

Where a bidder satisfies CIDB contractor grading designation requirements through joint venture formation, such bidders must submit a valid tax clearance certificate in respect of each partner. Failure to comply will render the bidder's offer invalid

F.3.4 Tenders will be read out in public on the closing date of the tender

F.3.11 The procedure for the evaluation of responsive tenders is Qualified specifications, Price, and Preference 80/20 scoring.

A. In order to be considered for a contract in terms of this tender, Tenderers must achieve the minimum score for functionality as stated below

a) Tenders will be pre-evaluated on the criteria as set out below

b) Unclear or incomplete information provided will result in no points being allocated.

c) The Tender Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation

d) Tenderers must therefore ensure that all information is provided

e) The following criteria will be used to calculate points for the functionality of tenders and Tenderers should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below

F3.13.1 **Bid offers will only be accepted (but not limited to, refer also other conditions in this document) if:**

1. the bidder submitted the Priced Document (Rates and Final Summary Page) at close of tender;
2. the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combatting of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
3. the bidder has not:
 - 3.1 abused the Employer's Supply Chain Management System;
 - 3.2 failed to complete any previous contract within the last year;
 - 3.3 submitted more than one offer and
4. has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (SBD 4) 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 compromise the tender process.
5. the **bidder is registered on the National Treasury's Centralized Supplier Database.**

Part T2 : Returnable documents

T2.1 : List of Returnable Documents

T2.2 : Returnable Documents

SOUTH CAPE TVET COLLEGE

MAINTENANCE WORK

T2.1 List of Returnable Documents

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tender document name	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Form of Offer and Acceptance	1	4 Pages	Yes		
Compulsory Enterprise Questionnaire	2	2 Pages	Yes		
Resolution of Board of Directors	3	1 Page	If applicable		
Schedule of proposed sub-contractors	7	1 Pages	Yes		
Declaration of interests	8	3 Pages	Yes		
Declaration of Bidder's past Supply Chain Management practices	9	2 Pages	Yes		
Certificate of Independent Bid Determination	10	3 Pages	Yes		
Capacity of Bidder	11	2 Pages	Yes		
Preference Certificate	13	4 Pages	Yes		
Priced Bills of Quantities	18	15 Pages	Yes		
Valid Tax Clearance / Compliance Pin Certificate issued by the South African Revenue Services		-	Yes		
B-BBEE Status Level Verification Certificate		-	Yes		
Confirmation of CIDB Contractor Registration		-	Yes		
VAT Registration Certificate with SARS		-	Yes		
Compensation for Occupational Injuries & Diseases (COID)		-	Yes		
Certified copy of the Tenderer's and those of each of its Director's municipal accounts/lease agreement/ Proof of address of the company for the month preceding the tender closure date.		-	Yes		
Certificates CK1 & CK2: Closed Corporation		-	If applicable		
Certificates CM1, CM2, CM27, CM31 & CM46 : Company		-	If applicable		

2. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

Tender document name (if applicable)	Returnable Document No	Number of pages issued	Returnable document	Submitted	
				YES	NO
Record of Addenda to tender documents	14	1 Page	Yes		
Particulars of Electrical Contractor	15	1 Page	Yes		
Joint Venture	4	1 Page	Yes		
Details of Tenderer	5	1 Page	Yes		
Detail of Directors	6	1 Page	Yes		
The National Industrial Participation Programme	16	2 Pages	Yes		

Returnable Document No 2

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 3.1: CIDB registration number, if any:

.....

**Section 3.2: South Cape College Accredited Supplier Database
Registration Number:**

.....

Section 4: Particulars of sole proprietors and partners in partnerships

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

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

*insert separate page if necessary

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

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
3. 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;
4. confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
5. 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 _____

Returnable Document No 3

RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____
(place)

On _____
(date)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

RESOLVED that:

1. The Enterprise submits a Bid to the SOUTH CAPE TVET COLLEGE in respect of the following project:

(project description as per Bid Document)

Bid Number: _____
(Bid Number as per Bid Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

ENTERPRISE STAMP

Returnable Document No 4

JOINT VENTURE

Only to be completed if applicable

Name of Joint Venture:	
Name of Each Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
(1) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each Enterprise?	
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this annexure. If no joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE

Returnable Document No 5

DETAILS OF TENDERER

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code_____
Physical address	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Company Income Tax Number	
VAT Registration Number	
Company Registration Number	
Any other Registration Applicable to this Industry	
CIDB Registration Number	

Returnable Document No 6

DETAILS OF DIRECTORS

THE COMPLETION OF THE FOLLOWING TABLE WITH ALL YOUR DIRECTORS' INFORMATION IS **COMPULSORY**:

Name of Director	Identity Number	Individual Tax Ref. Number for each Director

Returnable Document No 7

SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.
Tender no:	SCC 06/2024

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 a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	% of total project	Previous experience with Subcontractor
1				
2				
3				
4				
5				

A separate schedule may be provided if space is insufficient

Name of representative	Signature	Capacity	Date
Name of organisation			

Returnable Document No 8

SOUTH CAPE TVET COLLEGE

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director , trustee , shareholder , member) :
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:.....

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed:
- Position occupied in the state institution:
- Any other particulars:
-
-
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
-
-
-

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS

CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

Returnable Document No 9

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	☐	☐
	The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page	☐	☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

.....

Signature

.....

Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Returnable Document No 10

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Returnable Document No 11

CAPACITY OF BIDDER

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.		
Tender no:	SCC 06/2024		
Closing date :	20 September 2024	Validity Period	90 Days

WORK CAPACITY: *The Bidder is requested to furnish the following particulars and attach additional pages if more space is required. Failure to furnish the particulars will result in the bid being disregarded*

Skilled artisans employed		Unskilled employees employed	
Categories of artisans	Number	Categories of employees	Number

(In the case of projects requiring engineering or specialist services)			
Professional consultants employed			
Categories of consultant	Number	Categories of consultant	Number

1.1. Provide full particulars of:

Machinery	Plant	Workshops

PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:

1.2. Current projects (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						

1.3 Previous projects during the last 5 years (contractor to provide details of principal consultants heading up projects):

Project name and location (town)	Reference / Contact person	Contact Tel. No.	Contract amount	Contract period	Date of commencement	Scheduled date of completion
1						
2						
3						
4						
5						

Name of Bidder	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	10
BBBEE	10
Total points for Price and SPECIFIC GOALS	100

1.4 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.

- 1.5 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

“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.

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“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
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (e)

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Garden route area		10		
Western Cape area		5		
Outside Western cape		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Returnable Document No 14

RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.
Bid no:	SCC 06/2024

1. I / We confirm that the following communications received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(The tenderer is to attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Name of Bidder	Signature	Date

2. I / We confirm that no communications were received from the SOUTH CAPE TVET COLLEGE before the submission of this tender offer, amending the tender documents.

Name of Bidder	Signature	Date

Returnable Document No 15

PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.
Bid no:	SCC 06/2024

Name of Electrical Contractor:	N/A
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Bidder	Signature	Date

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1. The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million. or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2. The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3. To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4. A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

1. BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and

multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

VALID TAX CLEARANCE PIN / COMPLIANCE CERTIFICATE ISSUED SARS

TENDERER TO ATTACH CERTIFIED COPY

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

TENDERER TO ATTACH CERTIFIED COPY

CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

TENDERER TO ATTACH CERTIFIED COPY

VAT REGISTRATION CERTIFICATE WITH SARS

TENDERER TO ATTACH CERTIFIED COPY

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COIDA)

TENDERER TO ATTACH CERTIFIED COPY

**CERTIFIED COPY OF TENDERER'S AND THOSE OF EACH OF ITS DIRECTOR'S
COMPANY MUNICIPAL ACCOUNT/ LEASE AGREEMENT/PROOF OF ADDRESS FOR
THE MONTH PRECEDING THE TENDER CLOSURE DATE**

TENDERER TO ATTACH CERTIFIED COPY

CERTIFICATES CK1 & CK2: CLOSED CORPORATION

TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

CERTIFICATES CM1, CM2, CM27, CM31 & CM46: COMPANY

TENDERER TO ATTACH CERTIFIED COPY (IF APPLICABLE)

Part C1: Agreement and Contract Data

C1.1 : Form of Offer and Acceptance

C1.2 : Contract Data

C1.3 : Construction Guarantee

C1.4 : Tender conditions and information

Returnable Document No 1

FORM OF OFFER AND ACCEPTANCE

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

THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT SOUTH CAPE TVET COLLEGE. SCC 06/2024.

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

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

TOTAL BID PRICE (INCLUSIVE OF VAT)

Rand (in words):	
Rand in figures:	R

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

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are:
---	-----------	---

AND WHO IS (if applicable):

Trading under the name and style of:	B-BBEE Status Level of Contributor	CIDB Registration number:
--------------------------------------	------------------------------------	---------------------------

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
---	---

SIGNED FOR THE BIDDER:

Print Full Names of representative	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) ..

SECURITY OFFERED: (Clause numbers used refer to the applicable clause numbers of the JBCC addendum)

In respect of this contract, the Bidder offers to provide security as indicated below :

- | | | |
|------|--|--|
| 14.1 | a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. | Yes ☐ No ☐ |
| 14.2 | cash deposit of 10 % of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 14.3 | variable construction guarantee of 10 % of the Contract Sum (excluding VAT) | Yes ☐ No ☐ |
| 14.4 | fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |
| 14.5 | cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) | Yes ☐ No ☐ |

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.

The Bidder elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Bidder are:

Telephone No..... Cellular Phone

No.....

Fax No

Postal address

.....

Banker

Branch

Registration No of Bidder at Department of Labour

.....

Registration No of Bidder at BIBC (if applicable)

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information
- Part 5 Health and Safety Plan; and

Drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The Bidder shall immediately after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of the following within 7 calendar days:

1. Occupational Health and Safety Plan (Construction Regulations R.1010 of the Department of Labour's OHS Act (Act No 85 of 1993), as promulgated on 18 July 2003 in Government Regulation Gazette No 7721 (Vol. 456 – No 25207))
2. Proof of registration at the Building Industry Bargaining Council (BIBC) in the form of the Certificate of Compliance issued by the BIBC in terms of clause 6A of the collective Agreement as published in Government Gazette No 22772 dated 1 November 2001
3. Proof of insurance in terms of clause 10 of the JBCC Principal Agreement.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement. Handing over of the site will take place within 10 working days after the conditions relating to 1 to 2 above have been complied with.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Bidder, provided that the Employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now Contractor) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	SOUTH CAPE TVETCOLLEGE
Address of Organisation:	125 Mitchell Street GEORGE 6530

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

Subject:
Detail:

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

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

**CONTRACT DATA:
MINOR WORKS CONTRACT APRIL 1994 EDITION PRINCIPAL
BUILDING AGREEMENT
(Edition 4.1 of March 2005)**

CONTRACT DATA FOR:

MAINTENANCE WORK

	The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee. Copies may be obtained from the Association of South African Quantity Surveyors (011-3154140, 021 4626431), Master Builders Association (011-205-9000; 021 6852625), South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (; 011-4860684; 021 424 7128)
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	CONTRACT VARIABLES THE SCHEDULE The schedule, as referred to in the contract agreement, is fully contained in this contract data section, contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of this agreement Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets
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42.0	PRE-TENDER INFORMATION
42.1	CONTRACTING AND OTHER PARTIES
42.1.1 <i>[1.2]</i>	Employer: SOUTH CAPE TVET COLLEGE Postal address: PO Box 10400 GEORGE 6530 Tel: 044 884 0359 Fax: 044 884 0361 Physical address: 125 Mitchel Street, GEORGE, 6530
42.1.2 <i>[1.1, 5.1]</i>	Quantitv Survevor:

42.1.8 [1.1, 5.2]	Agent(6) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A
42.1.9 [1.1, 5.2]	Agent(7) N/A Agent's service: N/A Postal address: N/A Tel: N/A Fax: N/A

42.2	CONTRACT DETAILS
42.2.1 [1.1]	Works description: Refer to Part C3: Scope of Work.
42.2.2 [1.1]	Site description: Refer to Part C4: Site Information.
42.2.3 [22.2]	Work or installations by direct contractors: - NA
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[1.1 #] [31.11.2 #] [31.12.2#] [11.2.#] [31.4.2 #] [40.2.2.#] [26.1.2 #]	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) 2) Lateral support insurance to be effected by the contractor: Yes ☐ No ☒ 3) Payment will be made for materials and goods (Delivered to site) Yes ☒ No ☐ 4) Dispute resolution by litigation Yes ☐ No ☒ 5) Extended defects liability period applicable to the following elements: N/A
42.2.5 [15.2.1]	Possession of the site is to be given within ten (10) working days of the contractor providing the employer with the documents as required in terms of 15.1
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : Five (5) working days .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion as a whole shall be 3 months (including 5 working days for inclement weather delays, but excluding builder's shutdown) from the start of the construction period and the penalty per calendar day shall be R 1 500.00 .

42.2.8	For the works in sections: N/A The date for practical completion from the commencement date and the penalty per calendar day: N/A
[24.3.1] [28.1]	The date for practical completion in sections shall be not applicable .
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

42.3	INSURANCES
42.3.1 [10.1 #, 10.2 #, 12.1 #]	Contract works insurance to be effected by the contractor ☒ To the minimum value of the contract sum plus 10% ☐ For the minimum sum of R N/A (N/A)
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor ☒ For the sum of R 5 million ☐ For the sum of R N/A (N/A)
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R N/A (N/A) With a deductible of R N/A (N/A)

42.4	DOCUMENTS
42.4.2 [3.7]	One (1) copy of the construction documents will be supplied to the contractor free of charge
42.4.3	Priced Document drawn up in accordance with: Standard System of Measuring Building Work (sixth edition as amended)
42.4.5 [3.4]	General Conditions are to be included in the contract documents: No
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes ☐ No ☒
42.4.7 [3.10]	Details of changes made to the provisions of MINOR WORKS CONTRACT APRIL 1994 EDITION standard documentation All changes are specifically indicated at the relevant clauses in this document and tenderers are to familiarize themselves therewith and no claims to this extent shall be entertained.

42.0	POST-TENDER INFORMATION Note: All information for this section requires consultation with the contractor. The principal agent shall not pre-select any of the alternatives available to the contractor
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42.5	CONTRACT DETAILS
42.5.1	Contractor: Postal address: _____ _____ _____ Tel: _____ Fax: _____ TAX / VAT Registration No: _____ Physical address: _____ _____ _____
42.5.2	The accepted contract sum inclusive of tax is R _____ Amount in words: _____ _____ _____
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate: _____
42.5.4 [32.12]	The security to be provided by the contractor: 14.1 a payment reduction of 10% of the value certified in payment certificates (excluding VAT) up to a maximum of 5% of the contract value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract. Yes ☐ No ☐
42.5.5 [32.12]	The annual building holiday period after the commencement of the construction period: From: 15 Dec 2020 to 4 Jan 2021 (This period will be added on to the construction period if applicable)

42.5.7 [14]	
42.5.8 [29.7.2]	

	Guarantees:	Yes ☐ No ☐	Document marked as: _____
	Contract drawings:	Yes ☐ No ☐	Document marked as: _____
	Other documents:	Yes ☐ No ☐ (<i>Attach additional pages if more space is required</i>)	

42.8	SIGNATURES OF THE CONTRACTING PARTIES	
	Thus done and signed at _____ on _____	
	_____	_____
	Name of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto
	_____	_____
	Capacity of signatory	as Witness
	Thus done and signed at _____ on _____	
	_____	_____
	Name of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto
	_____	_____
Capacity of signatory	as Witness	

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 Acceptance or Rejection of a Tender

The College reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The College does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.2 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

1.2.3 Cost of Tender Documents

Payment for tender documents, if specified, must be made electronically or in cash to South Cape College. These costs are non-refundable.

1.2.4 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the College's Accredited Supplier Database to register without delay on the prescribed form. The College reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

1.2.5 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink (written) and signed by the authorised signatory to validate the tender. SBD 4: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

1.2.6 Compulsory Documentation (Not limited to – refer other conditions in the tender document)

1.2.6.1 Tax Clearance Certificate

(a) A Tax Clearance Pin Certificate must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Pin Certificate for the bidder on record. The onus is on the bidder to ensure that the College has an original Tax Clearance Pin Certificate on record. If the South African Revenue Services (SARS) do not confirm the validity of the Tax Clearance Certificate if requested to do so by the College, the bid will be rejected.

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Clearance Certificate with the bid documents unless each member is registered on the Accredited Supplier Database of the College and the College has a valid original Tax Clearance Certificate for each member on record.

(c) If a bid is not supported by a valid original Tax Clearance Certificate, either as an attachment to the bid documents or on record in the case of suppliers registered on the Supplier Database of the College, the bid will be rendered to be non-responsive.

1.2.7 Other Documentation

1.2.7.1 Construction Industry Development Board (CIDB) (If applicable)

When applicable, the bidder's CIDB registration number must be included with the tender. The College will verify the bidder's CIDB registration during the evaluation process.

1.2.7.2 Authorised Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the College reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the College, the bid will be disqualified.

1.2.8 Site / Information Meetings

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commences and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

1.2.9 Samples

Samples, if requested, are to be provided to the College with the tender document.

1.2.10 Quantities of Specific Items

If tenders are called for a specific number of items, the College reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the College if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder. The process will be continued to the College's satisfaction.

1.2.11 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box on the 2nd floor of the Finance Department Central Office at 125 Mitchell Street, George by not later than 11h00 Friday, 20 September 2024.**

(c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.12 Expenses Incurred in Preparation of Tender

The College shall not be held liable for any expenses incurred in the preparation and submission of the tender.

1.2.13 Contact with the College after Tender Closure Date

Bidders shall not contact the South Cape TVET College on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the College, it should do so in writing to the South Cape TVET College. Any effort by the firm to influence South Cape TVET College in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.14 Opening, Recording and Publications of Tenders Received

- (a) Tenders will be opened on the closing date immediately after the closing time specified in the tender document. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- (b) Details of tenders received in time will be recorded in a register which is open to public inspection.
- (c) Faxed, e-mailed and late tenders will not be accepted.

1.2.15 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.16 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the College's Procurement & Supply Chain Management Policy.

1.2.17 Contract

The successful bidder will be expected to sign the relevant agreement.

1.2.18 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) After the award of the contract the Contractor shall not subcontract any additional part of the Contract not listed in the schedule of subcontractors without the prior written consent of the College, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the College in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the College and the subcontractor, or a responsibility or liability on the part of the College to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Extension of Contract

The contract with the successful bidder may be extended at the sole discretion of the College should additional funds become available.

1.2.21 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions, if any.

1.2.22 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the College may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the College as a result of the award of the contract.

1.2.23 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the College's Procurement & Supply chain management system or committed any improper conduct in relation to such system.
 - (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official with this or any past tender.
 - (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.
-

Part C2 : Tendering procedures

C2.1 : Pricing Instructions

C2.2 : Priced Document

SOUTH CAPE TVET COLLEGE

PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1. GENERAL

- The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective bidders to price for all eventualities.

2. PRICED DOCUMENT

- The **Priced Document**, including specialist trades i.e. electrical installation, mechanical installation and civil and structural engineering work, has been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition). The **Priced Document** 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.
- It will be assumed that prices included in the **Priced Document** are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- The **Priced Document** is not intended for the ordering of materials. Any ordering of materials, based on the **Priced Document**, is at the Contractor's risk.
- Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Principal Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
- Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
- Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

- Products and materials specified using **trade names** are not necessarily the products and materials that must be supplied. Rather; the trade names are an indication of the quality of products and materials required for the project.
- For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Rate	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
- The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kw	=	kilowatt
kn	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
mn	=	meganewton
mn-m	=	meganewton-metre
pc sum	=	prime cost sum
prov sum	=	provisional sum

3. VALUE ADDED TAX

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

4. CONTRACT DOCUMENT

- The agreement is based on the Housing and Minor Works Contract , prepared by the ASQS. The additions, deletions and alterations to the Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the **Priced Document** are recited.

5. DRAWINGS

- N/A

SOUTH CAPE TVET COLLEGE

**THE APPOINTMENT OF A SERVICE PROVIDER FOR BUILDING MAINTENANCE AT MOSSEL BAY CAMUPS AT
SOUTH CAPE TVET COLLEGE. SCC 06/2024.**

C2.2 PRICED DOCUMENT comprising BILLS OF QUANTITIES

Part C3 : SCOPE OF WORK

FUNCTIONALITY

CRITERIA	MAXIMUM POINTS	POINTS
Completion certification based on CIDB grading GB of similar jobs have acquired. Certificate 1 = 10 points Certificates 2 =20 points Certificates 3 = 30 points Certificates 4= 40 points	40	
Relevant references letters of the Tenderer for General Building works of a value and complexity similar to that of the envisaged project under this tender call. Letter 1 = 10 points Letters 2 =20 points Letters 3 = 30 points Letters 4= 40 points	40	
Core engagement leadership team of at least 1 person must possess the relevant professional qualifications: National Diploma or Degree Building Engineering or Quantity Surveyor. Submit proof of qualification. Qualification 1 = 10 points Qualification 2 = 20 points	20	
TOTAL	100	

Minimum of 60 points should be obtained from the functionality Phase

THE 80/20 PRINCIPLE BASED ON PRICE AND B-BBEE STATUS LEVEL CONTRIBUTOR.

Price	80
B-BBEE compliance	20

	SOUTH CAPE TVET COLLEGE - MOSSEL BAY				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TOTAL
	SECTION 1				
	BILL NO. 1				
	PRELIMINARIES				
	BUILDING AGREEMENT AND PRELIMINARIES				
	The JBCC Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described				
	The JBCC Principal Building Agreement contract data form an integral part of this agreement				
	The JBCC General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the JBCC Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these bills of quantities, amended as hereinafter described				
	The contractor is deemed to have referred to the abovementioned documents for the full intent and meaning of each clause				
	The clauses in the abovementioned documents are hereinafter referred to by clause number and heading only				
	Where any item is not relevant to this agreement such item is marked N/A signifying "not applicable"				
	Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the abovementioned documents				

	PREAMBLES FOR TRADES				
	The latest version of the General Preambles for Trades should be referred to should the General Preambles for Trades 2017 be revised in future				
	The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained				
	Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles				
	The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications				
	STRUCTURE OF THIS PRELIMINARIES BILL				
	Section A : A recital of the headings of the individual clauses in the aforementioned JBCC Principal Building Agreement				
	Section B : A recital of the headings of the individual clauses in the aforementioned JBCC General Preliminaries				
	Section C : Any special clauses to meet the particular circumstances of the project				
	PRICING OF PRELIMINARIES				
	Should the contractor select Option A in the contract data for the adjustment of preliminaries, the amounts entered against the relevant items in these preliminaries are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T)				

	SECTION A: PRINCIPAL BUILDING AGREEMENT				
	Interpretation (A1-A7)				
1	Clause 1.0 - Definitions and interpretation				
	Pricing of bills of quantities				
	The contractor is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this agreement. Value Added Tax (VAT) is to be separately stated on the summary page of these bills of quantities				
	Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained				
	Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary				
	Abbreviated descriptions				
	The items in these bills of quantities utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the contractor shall, before submission of his tender, call for a written directive from the principal agent, failing which it shall be assumed that the contractor has allowed in his pricing for materials and workmanship in terms of international best practice				

	Legal status of contractor				
	If the contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:				
	1. These persons are deemed to be jointly and severally liable to the employer for the performance of this agreement				
	2. These persons shall notify the employer of their leader who has assigned authority to bind the contractor and each of these persons				
	3. The contractor shall not alter its composition or legal status without the prior written consent of the employer				
	F:..... V:..... T:.....				
2	Clause 2.0 - Law, regulations and notices				
3	Clause 6.0 - Employer's agents				
	The authority of the principal agent to issue contract instructions [17.1]				
	<u>1. Architect</u>				
	1.1 Duties [6.2] : The architect is responsible for the architectural design, functional design and quality inspection of the works				
	1.2 Contract instructions [6.2; 17.1] :				
	1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
	1.2.2 Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
	1.2.3 The site [13.0]				

	1.2.4 Compliance with the law, regulations and bylaws [2.1]				
	1.2.5 Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
	1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
	1.2.7 Removal or re-execution of work				
	1.2.8 Removal or substitution of any materials and goods				
	1.2.9 Protection of the works				
	1.2.10 Making good physical loss and repairing damage to the works [23.2.2]				
	1.2.11 Rectification of defects [21.2]				
	1.2.12 A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
	1.2.13 Expenditure of budgetary allowances, prime cost amounts and provisional sums				
	1.2.14 Appointment of a subcontractor [14.0; 15.0]				
	1.2.15 Work by direct contractors [16.0]				
	1.2.16 On suspension or termination, protection of the works, removal of construction equipment and surplus materials and goods [29.0]				
	-				
	<u>2. Quantity surveyor</u>				
	2.1 Duties [6.2] : The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the works				

	2.2 Contract instructions [6.2; 17.1] :				
	2.2.1 No contract instructions delegated to the quantity surveyor				
	<u>3. Civil and structural engineer</u>				
	3.1 Duties [6.2] : The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the works				
	3.2 Contract instructions [6.2; 17.1] :				
3.2.1	Rectification of discrepancies, errors in description or quantity or omission of items in the agreement other than in the JBCC Principal Building Agreement				
3.2.2	Alteration to design, standards or quantity of the works provided that such contract instructions shall not substantially change the scope of the works				
3.2.3	The site [13.0]				
3.2.4	Compliance with the law, regulations and bylaws [2.1]				
3.2.5	Provision and testing of samples of materials and goods and/or of finishes and assemblies of elements of the works				
3.2.6	Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]				
3.2.7	Removal or re-execution of work				
3.2.8	Removal or substitution of any materials and goods				
3.2.9	Protection of the works				
3.2.10	Making good physical loss and repairing damage to the works [23.2.2]				
3.2.11	Rectification of defects [21.2]				

3.2.12	A list for practical completion specifying outstanding or defective work to be rectified to achieve practical completion, a list for completion and a list for final completion specifying outstanding or defective work to be rectified to achieve final completion				
3.2.13	Expenditure of budgetary allowances, prime cost amounts and provisional sums				
	<u>4. Health and safety consultant</u>				
	4.1 Duties [6.2] : The health and safety consultant is responsible for all aspects of health and safety of the works. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the works. He shall:				
4.1.1	Act as the employer's agent in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended				
4.1.2	Prepare and update the health and safety specification for the works				
4.1.3	Agree with the contractor the health and safety plan for the works				
4.1.4	Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations				
4.1.5	Stop the execution of the works where the agreed specification or plan is not adhered to				
	F:..... V:..... T:.....	Item	1		
4	Clause 7.0 - Design responsibility F:..... V:..... T:.....	Item	1		
	Insurances and securities (A8-A11)				

5	Clause 8.0 - Works risk F:..... V:..... T:.....	Item	1		
6	Clause 9.0 - Indemnities F:..... V:..... T:.....	Item	1		
7	Clause 10.0 - Insurances F:..... V:..... T:.....	Item	1		
8	Clause 11.0 - Securities				
	User note				
	Guarantee for payment				
	The employer shall provide to the contractor a guarantee for payment in the amount ofRand (R.....) [11.5.1]. The contractor shall consequently waive his lien or right of continuing possession of the works [11.10]				
	Where it is expected of the contractor to waive his lien in terms of clause 11.10, the waiver of lien may be extended to subcontracts as follows:				
	The contractor shall ensure that a waiver of lien is included in all subcontracts and that the works executed on the site are kept free of all liens and other encumbrances at all times [11.10]				
	F:..... V:..... T:.....	Item	1		
	Execution (A12 - A17)				
9	Clause 12.0 - Obligations of the parties				
	Office accommodation The contractor shall provide, maintain and remove on practical completion office accommodation with suitable tables and chairs for meetings to be held on the site. Such offices shall be kept clean and fit for use at all times [12.2.18]				

	Notice board The contractor shall erect in a position approved by the principal agent, maintain and remove on practical completion a notice board recommended by the South African Institute of Architects and as approved by the principal agent listing the names and logos of the employer, the contractor and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the principal agent for such notice boards to be erected [12.2.18]				
	Statutory and other notices				
	The contractor shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the works by the contractor. The contractor shall pay all deposits or fees in this regard				
	It is, however, specifically recorded that the employer shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto				
	F:..... V:..... T:.....	Item	1		
10	Clause 13.0 - Setting out F:..... V:..... T:.....	N/A			
11	Clause 14.0 - Nominated subcontractors				
12	F:..... V:..... T:.....	N/A			
13	Clause 15.0 - Selected subcontractors				
	F:..... V:..... T:.....	Item	1		
14	Clause 16.0 - Direct contractors				
	(N/A) Attendance on direct contractors In respect of direct contractors the contractor shall:				

	1. Designate an area for the direct contractor to establish a temporary office and workshop and storage of equipment and materials				
	2. Allow the use of personnel welfare facilities, where provided				
	3. Provide water, lighting and single phase electric power to a position within 50m of the place where the direct contract work is to be carried out, other than fuel or power for commissioning of any installation				
	4. Permit the direct contractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right, while it remains erected on the site [16.1] N/A				
15	F:..... V:..... T:.....	N/A			
16	Clause 17.0 - Contract instructions Site instructions Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor				
	F:..... V:..... T:.....	Item	1		
	Completion (A18 - A24)				
17	Clause 18.0 - Interim completion	N/A			
18	Clause 19.0 - Practical completion F:..... V:..... T:.....	Item	1		
19	Clause 20.0 - Completion in sections				
20	F:..... V:..... T:.....	N/A			
21	Clause 21.0 - Defects liability period and final completion				
	F:..... V:..... T:.....	Item	1		

22	Clause 22.0 - Latent defects liability period F:..... V:..... T:.....	N/A			
23	Clause 23.0 - Revision of the date for practical completion Substitution of materials and goods The removal or substitution of any materials and goods which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value [17.1.8; 23.1 & 2]				
	F:..... V:..... T:.....	Item	1		
24	Clause 24.0 - Penalty for late or non-completion F:..... V:..... T:.....	Item	1		
	Payment (A25 - A27)				
25	Clause 25.0 - Payment				
	Prices submitted Where prices are submitted by the contractor or subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of this agreement and notwithstanding the fact that such prices may be used in an interim payment certificate, there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing				
	F:..... V:..... T:.....	Item	1		
26	Clause 26.0 - Adjustment of the contract value and final account				
	Fluctuations in costs All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [26.9.5]				

	Should the contractor be instructed to do so he shall execute this work under the conditions pertaining to this agreement on the basis that a separate amount for preliminaries appurtenant to this work (if applicable) is agreed to between the contractor and the principal agent and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of practical completion of the works				
	Cost of claims All costs incurred by the contractor in the preparation of claims shall be borne by the contractor. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this agreement [30.6 & 7] from making a determination on costs				
	Claims from subcontractors The contractor shall review, assess and adjudicate any claims received by him from any subcontractor and thereafter submit same to the principal agent with a recommendation in order to assist the principal agent in adjudicating the claim [26.6]				
	F:..... V:..... T:.....	Item	1		
27	Clause 27.0 - Recovery of expense and/or loss F:..... V:..... T:.....	Item	1		
	Suspension and termination (A28 - A29)				
28	Clause 28.0 - Suspension by the contractor				
	F:..... V:..... T:.....	Item	1		
29	Clause 29.0 - Termination				
	F:..... V:..... T:.....	Item	1		
	Dispute resolution (A30)				
30	Clause 30.0 - Dispute resolution F:..... V:..... T:.....	Item	1		

31	Agreement				
	The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item	1		
32	Contract data				
	Tenderer's selections				
	Before submission of his tender the contractor is to complete the tenderer's selections in the contract data	CONT			
	F:..... V:..... T:.....	Item	1		
	SECTION B: GENERAL PRELIMINARIES				
	Definitions and interpretation (B1)				
33	Clause 1.1 - Definitions F:..... V:..... T:.....	Item	1		
34	Clause 1.2 - Interpretation F:..... V:..... T:.....	Item	1		
	Documents (B2)				
35	Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item	1		
36	Clause 2.2 - Provisional bills of quantities	YES	1		
37	Multiple procurementThese bills of quantities are in multiple procurement format ie the trades, budgetary allowances and/or provisional sums F:..... V:..... T:.....	Item	1		
38	Clause 2.3 - Availability of construction information				
	F:..... V:..... T:.....	Item	1		

39	Clause 2.4 - Ordering of materials and goods F:..... V:..... T:.....	Item	1		
	Previous work and adjoining properties (B3)				
40	Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item	1		
41	Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item	1		
42	Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	N/A			
	The site (B4)				
43	Clause 4.1 - Handover of site in stages F:..... V:..... T:.....	Item	1		
44	Clause 4.2 - Enclosure of the works	Item	1		
	Hoarding requirements, other than already described in clause 4.2 or in the contract data	In BOQ			
	F:..... V:..... T:.....				
45	Clause 4.3 - Geotechnical and other investigations F:..... V:..... T:.....	N/A			
46	Clause 4.4 - Encroachments F:..... V:..... T:.....	N/A			
47	Clause 4.5 - Existing premises occupied F:..... V:..... T:.....	Item	1		
48	Clause 4.6 - Services - known F:..... V:..... T:.....	Item	1		
	Management of contract (B5)				

49	Clause 5.1 - Management of the works F:..... V:..... T:.....	Item	1		
50	Clause 5.2 - Progress meetings F:..... V:..... T:.....	Item	1		
51	Clause 5.3 - Technical meetings F:..... V:..... T:.....	Item	1		
	Samples, shop drawings and manufacturer's instructions (B6)				
52	Clause 6.1 - Samples of materials F:..... V:..... T:.....	Item	1		
53	Clause 6.2 - Workmanship samples F:..... V:..... T:.....	Item	1		
54	Clause 6.3 - Shop drawings F:..... V:..... T:.....	N/A			
55	Clause 6.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item	1		
	Deposits and fees (B7)				
56	Clause 7.1 - Deposits and fees F:..... V:..... T:.....	Item	1		
	Temporary services (B8)				
57	Clause 8.1 - Water F:..... V:..... T:.....	Item	1		
58	Clause 8.2 - Electricity F:..... V:..... T:.....	Item	1		
59	Clause 8.3 - Ablution and welfare facilities F:..... V:..... T:.....	Item	1		

60	Clause 8.4 - Communication facilities F:..... V:..... T:.....	Item	1		
	Prime cost amounts (B9)				
61	Clause 9.1 - Responsibility for prime cost amounts				
	Where details of materials for which prime cost amounts are to be allowed are readily available, the quantity surveyor may elect to insert the relevant prime cost amounts in measured items, which measured items shall contain sufficient detail for the contractor to price for fixing and installation, waste, etc F:..... V:..... T:.....	Item	1		
	Attendance on subcontractors (B10)				
62	Clause 10.1 - General attendance F:..... V:..... T:.....	Item	1		
63	Clause 10.2 - Special attendance				
	It is important to note that general attendance only requires the contractor to "permit the subcontractor to use erected scaffolding, hoisting facilities, etc provided by the contractor, in common with others having the like right while it remains erected on the site" (refer to 12.2.13 of the JBCC n/s subcontract agreement). Many n/s subcontractors qualify their tenders to exclude scaffolding and/or hoisting facilities. Especially scaffolding could be an expensive item and it may be necessary in order to avoid claims to require the contractor to provide for the extended use of scaffolding for specific subcontracts within a description of "special attendance" in the applicable bill F:..... V:..... T:.....	Item	1		
	General (B11)				
64	Clause 11.1 - Protection of the works F:..... V:..... T:.....	Item	1		

65	Clause 11.2 - Protection/isolation of existing works and works occupied in sections F:..... V:..... T:.....	Item	1		
66	Clause 11.3 - Security of the works F:..... V:..... T:.....	Item	1		
67	Clause 11.4 - Notice before covering work F:..... V:..... T:.....	Item	1		
68	Clause 11.5 - Disturbance				
	Disturbance All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the construction period or contract value whatsoever F:..... V:..... T:.....	Item	1		
69	Clause 11.6 - Environmental disturbance				
	Controlling all forms of pollution The contractor shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the site during the construction period due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc				
	The contractor is to ensure that all roads which border the site and are used by the contractor during the execution of the works are kept clean and free of any dirt or debris caused by the execution of the works				
70	Environmental management plan F:..... V:..... T:.....	N/A			

71	Clause 11.7 - Works cleaning and clearing F:..... V:..... T:.....	N/A			
72	Clause 11.8 - Vermin F:..... V:..... T:.....	N/A			
73	Clause 11.9 - Overhand work F:..... V:..... T:.....	N/A			
74	Clause 11.10 - Tenant installations F:..... V:..... T:.....	N/A			
75	Clause 11.11 - Advertising F:..... V:..... T:.....	N/A			
SECTION C: SPECIFIC PRELIMINARIES					
76	Overtime Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the contractor unless the principal agent has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the employer F:..... V:.....T:.....	Item	1		
77	Cooperation of the contractor for cost management It is specifically agreed that the contractor accepts the obligation of assisting the principal agent in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the contract value does not exceed the budget F:..... V:.....T:.....	Item	1		

78	Overloading The contractor shall take all necessary steps to ensure that no damage occurs due to overloading of any portion of the works or temporary works eg scaffolding, etc. The contractor shall submit details of his proposed loading, storage, plant erection, etc to the principal agent for approval prior to proceeding with such loading, storing or erecting and shall comply with and pay for the principal agent's requirements in connection with the provision of temporary support work, etc. Any damage caused to the works by overloading shall be made good by the contractor at his sole expense F:..... V:.....T:.....	Item	1		
79	Testing of flat roof waterproofing for watertightness Flat roof waterproof areas shall be flooded and kept "ponded" for at least forty eight (48) hours as a test to ensure the watertightness of the waterproofing and before any further construction work is carried out above the waterproofing F:..... V:.....T:.....	Item	1		
80	Health and safety				
	Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [2.1]				

	Health and safety Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works (refer to Annexure___ for a copy of the relevant specification) and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification [2.1]				
	The contractor shall:1. Comply with the health and safety specification for the works2. Prepare and agree with the health and safety consultant the health and safety plan for the works3. Cooperate with the health and safety consultant in all respects4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification5. Conform to the conditions contained in the employer's health and safety specification				
	F:..... V:..... T:.....	Item	1		
81	Broad based black economic empowerment (BBBEE) Tenders submitted will be evaluated taking into account their empowerment rating The employer will be monitoring the broad based black economic empowerment (BBBEE) status of the contractor throughout the execution of the works				
	The contractor is to submit to the principal agent on an annual basis a schedule of spend, split into vendors engaged as subcontractors and suppliers indicating their BBBEE rating including proof of the said rating F:..... V:.....T:.....	Item	1		

	Confidentiality The contractor undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all subcontractors and suppliers. Such information shall not be used in any way except in connection with the execution of the works No information regarding this project shall be published or disclosed without the prior written consent of the employer F:..... 82 V:.....T:.....	Item	1		
	Media releases All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the employer The contractor together with his subcontractors shall not, without the prior written consent of the employer, cause any statement or advertisement connected with this project to be printed, screened or aired by the media 83 F:..... V:.....T:.....	Item	1		
	SUMMARY OF CATEGORIES				
	Category : Fixed R.....				
	Category : Value R.....				
	Category : Time R.....				
	SECTION 2				
	BUILDINGS				
	BILL NO 2				
	ALTERATIONS				
	SUPPLEMENTARY PREAMBLES				
	View site				
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				

	General				
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to premises and their tenants, as the practice will be functional during construction. Contractor shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent				
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectively stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent				
	Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing including taking off, easing and rehangings, cramping up, re-wedging as required and making good cramps, dowels, etc, and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described. Re-painting or re-varnishing is given separately				
	Prices for taking out of doors, windows, etc shall include for removal of all glass, beads, architraves, ironmongery, etc				
	Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing				
	With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc, shall be levelled and prepared for raising of brickwork				
	Making good of finishes shall include making good of the brick and concrete surfaces and plaster onto which the new finishes are applied, where necessary				

	The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)				
	TEMPORARY BARRIERS, SCREENS, ETC				
1	1800mm high contractor's fence, consisting of 100mm diameter poles on 3m centres with three 30x 50mm horizontal slats to top, middle and bottom of posts, covered with 80% green shade cloth and gates as required (Provisional)	m	100		
2	Dust screen 2.8m high between concrete floor and ceiling, of suitable timber framing with 375 micron polyethylene sheeting stapled on one side, including corners, ends, etc	m	20		
	REMOVAL OF EXISTING WORK				
	CLIENT TO TAKE OUT AND REMOVE COMPLETELY:				
	Note: All loose furniture to be removed by client before construction starts				
	Taking off and removing doors, windows, etc,				
3	Standard single door only	No	2		
	Taking off doors, windows, etc., including store on site for reinstallation in place (elsewhere)				
4	Standard double timber door	No	12		
5	Standard single timber door	No	10		
	Taking out doors, windows, etc, including thresholds, sills, etc (building up openings and making good finishes elsewhere)				
6	Cut out and replace timber threshold to door, including making good of finishes	No	1		
	Taking out and replacing ceiling tiles in grids, to match existing				

7	600 x 1200mm Ceiling lay-in tiles	No	20		
	Taking down and removing roofs, floors, panelling, ceilings, partitions, etc				
8	Cutting off and removing excess insulation in roof	m	30		
	Taking out and removing fittings				
9	Toilet seats	No	7		
	Taking out and removing piping, sanitary fittings, etc, including cutting off as necessary, disconnecting piping from fittings and making good floor and wall finishes (making good tiling and paintwork elsewhere)				
10	Virteous china urinal	No	1		
11	Mixer taps	No	7		
	Taking out and removing sundry items and refix into position				
12	Light fitting (for painting walls and ceilings)	No	38		
	MAKING GOOD OF FINISHES, ETC				
	Putty to steel windows				
13	Raking out and replacing putty to steel windows	m2	13		
	Making good internal cement plaster				
14	Close up small holes in walls with polyfilla, sand and prime to be painted (paint elsewhere)	No	15		
15	Walls in patches	m2	20		
16	Plaster to reveals	m	4		
17	Open crack, repair with "Polyfilla", sand down and prime repaired area, cut new joint, 25mm deep (sealant elsewhere)	m	9		
18	Grout to bottom of tiled walls and tiled floor	m	126		
	Exernal concrete surface				

19	Repair surface and cracks	m2	75		
20	Repair grano surface to treads and risers	m2	20		
	CLEANING				
	Pressure hose brick walls with "Powafix non corrosive brick and floor cleaner" and wash down with water				
21	External brick walls	m2	66		
	Clean by washing with "Polycell" sugar soap and scrub area clean of all dirt and mould				
22	Concrete soffit	m2	64		
	Clean with pressure hose and degreasing agent of all dirt and mould				
23	Scrub and clean wall tiles and grout	m2	134		
24	Scrub and clean floor tiles and grout	m2	51		
	SERVICING OF EXISTING ITEMS				
	Sealing all joints for gutter to be waterproof				
25	uPVC 110mm Diameter down pipes, fixed to wall with brackets	m	6		
26	uPVC fittings to 110mm pipe suspended to soffit level	No	12		
	Service carpentry and joinery items to working conditions				
27	Sealing external aluminium windows, both sides around edges	m	249		
28	Double gates, 4 000 x 2 200mm high	No	1		
29	Double timber doors, including handles, hinges, locks etc.	No	12		
30	Single timber doors, including handles, hinges, locks etc.	No	9		

31	Aluminium windows, including hinges and opening devices	No	14		
	Service rainwater disposal system				
32	Clean and reseal all gutters and joints	m	60		
33	Clean and reseal all downpipe joints and ensure all down pipes are unblocked	No	2		
	BILL NO. 3				
	CARPENTRY AND JOINERY				
	SUPPLEMENTARY PREAMBLES				
	Joinery				
	Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc				
	Descriptions of hardwood joinery shall be deemed to include pelleting of bolt holes				
	Fixing				
	All nailing of timber roof trusses, purlins, etc shall be done with galvanised nails. In coastal areas, copper, aluminium or stainless steel nails shall be used				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete				
	Where items are described as "bolted" the bolts shall be deemed to be included in the rates.				
	Sundries				
	Where applicable rates shall be deemed to include for :				
	Wrought and formed timber ends in eaves.				
	Brackets, expansion bolts, ties, clips, etc.				

	DOORS, FRAMES, CILLS ETC				
	Repair existing timber frame where damaged				
1	Standard timber frame, size: 900 x 2100mm high	No	2		
2	Standard double timber frame, size: 1600 x 2100mm high	No	12		
	FLB meranti doors hung to timber frames (frames measured elsewhere).				
3	44mm Solid single door size 900 x 2100mm	No	2		
	--- BEGINNING OF INSTALLATION ONLY RATES --- Rehang existing refurbished doors				
4	Standard double door	No	12		
5	Standard single door	No	10		
	---END OF INSTALLATION ONLY ITEMS ---				
	BILL NO. 4				
	IRONMONGERY (PROVISIONAL)				
	SUPPLEMENTARY PREAMBLES				
	Fixing				
	Ironmongery shall be deemed to be fixed to timber unless otherwise stated				
	Items described as "plugged" shall be deemed to be plugged to brickwork, concrete, etc				
	Where ironmongery are described as "fixed to metal" rates shall be deemed to include for preparation of pressed steel, mild steel, aluminium, etc. frames, doors, etc. for complete preparation, including morticing, drilling, etc.				
	Descriptions of wall mounted and floor standing ironmongery items shall be deemed to include for fixing in position and all fixing accessories				

	Descriptions of proprietary items shall be deemed to include fixing in position and all fixing accessories as specified by the manufacturer				
	Ironmongery shall be deemed to be fixed to new or existing, doors, frames, etc				
	--- BEGINNING OF INSTALLATION ONLY RATES ---				
	HINGES, BOLTS, ETC				
	Labour only rate: Hanging/installing ironmongery items				
1	Hinges	No	6		
	LOCKS				
	Labour only rate: Hanging/installing ironmongery items				
2	Thumb turn lockset	No	2		
	---END OF INSTALLATION ONLY ITEMS ---				
	BATHROOM FITTINGS				
	Supply and install items plugged to wall to existing holes				
3	Stainless steel two tier toilet roll lockable holders (Code: TPSS2A round or similar approved)	No	7		
	4mm Float glass mirror				
4	400 x 600mm High mirror, consisting of 4mm float glass fixed with four stainless steel domed screws	No	7		
	BILL NO. 5				
	PLASTERING				
	SUPPLEMENTARY PREAMBLES				
	Sundries				

	Skim plaster shall be Rhinolite gypsum skim plaster or similar approved, applied in accordance with and trowelled to a smooth polished surface to the thickness recommended by the manufacturer.				

	INTERNAL PLASTER				
	Skim plaster				
1	Concrete soffit (Bathrooms)	m2	64		
	BILL NO. 6				
	INTERNAL PLUMBING AND DRAINAGE				
	SUPPLEMENTARY PREAMBLES				
	uPVC pipes and fittings:				
	Soil, waste and vent pipes and fittings shall be solvent weld jointed				
	uPVC pressure pipes and fittings:				
	Pipes for water supply shall be of the class stated				
	Fixing of pipes				
	Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls etc, casting in, building in or suspending not exceeding 1m below suspension level				
	Flush pans				
	Flush pans shall have straight or side outlets and "P" or "S" traps as necessary				
	Fixing				
	Descriptions of wall mounted, floor standing, drop in, etc type sanitary fittings shall be deemed to include fixing in position and all fixing accessories Descriptions of proprietary items shall include fixing in position and all fixing accessories as specified by the manufacturer				

	Chasing, etc				
	The cost of chasing, building in, etc and making good shall be included in the rates				
	Pipe fittings, etc				
	All pipe fittings, including bends, junctions, connections, cleaning eyes, etc., as well as marker blocks, concrete encasing, thrust blocks, excavation, filling, holes, repairing around holes, tests, etc., shall be deemed to be included in the rates				

	SANITARY FITTINGS				
	--- BEGINNING OF INSTALLATION ONLY RATES (Material cost included in Provisional sums)				
1	Urinal, to match existing	No	1		
2	Heavy duty white toilet suits to match existing toilets	No	7		
	TAPS, VALVES, ETC				
3	Disbald mixer tap with lever	No	1		
4	Mixer taps, complete	No	6		
	--- END OF INSTALLATION ONLY ITEMS ---				
	TAPS, VALVES, ETC				
5	15mm Stopcock	No	1		
6	350mm Flexible hose	No	1		
	WASTE UNIONS ETC				
	Chrome plated				
7	32mm Urinal waste union	No	1		
	TRAPS ETC				

	uPVC				
8	40mm Deep seal "P" or "S" trap	No	1		
	SANITARY PLUMBING				
9	Allow the budgetary amount of R10 000 (Ten thousand rand only) for Sanitary connections and pipe fittings to sanitary fittings, complete	No	1		
	BILL NO. 7				
	PAINTWORK				
	SUPPLEMENTARY PREAMBLES				
	Preparatory work to existing work				
	Previously painted plastered surfaces :				
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler, mesh covered (where necessary) and finished smooth				
	Previously painted metal surfaces				
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal				
	Previously painted wood surfaces				
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth				
	Colours				
	Unless otherwise described all paintwork shall be deemed to have a colour value in excess of 7 on the Munsell system in accordance with SANS 1091				
	Primers and Undercoats				

	Primers, Undercoats, etc shall be in accordance with the manufacturer's specifications, unless otherwise stated.				

	ON SKIMMED PLASTER SURFACES				
	Wash, prepare and paint two coats Plascon Wall & All				
1	On existing internal walls	m2	669		
	Wash, prepare and paint two coats gloss enamel paint				
2	On existing internal walls (workshop)	m2	117		
	Two coats white ceiling paint				
3	On existing ceiling	m2	74		
	Primer and two coats Plascon Wall & All				
4	On new work to skimmed soffit	m2	64		
	ON FLOATED PLASTER, BAGGED, ETC. SURFACES				
	Dulux Waterproofing paint for exterior surfaces				
5	Clean and apply two coats sealant to existing external plastered walls	m2	104		
	Open up cracks, repair with "Polyfilla" sand down, prime repaired sections, wash, prepare and paint two coats Plascon Wall & All on all areas, to match existing				
6	On existing internal plastered walls	m2	20		
7	On existing external plastered walls	m2	105		
8	On existing external plastered walls, circular on plan	m2	60		
	Prepare and paint two coats Plascon Wall & All on all areas, to match existing				

9	On existing external bagged walls	m2	1791		
	ON WOOD SURFACES				
	Two coats wood primer				
10	On backs of frames, linings, skirtings, etc not exceeding 300mm wide	m	1		
	Sand down and apply three coats "Wood care" clear wood sealer				
11	On existing doors	m2	142		
12	On existing frames, architraves, etc not exceeding 300mm girth	m	149		
	One coat wood primer, two coats "Plascon" PVA paint				
13	On new doors	m2	8		
14	On new timber frames and threshold, not exceeding 300mm wide	m	1		
	ON METAL SURFACES				
	Clean, prepare and apply two coats premium quality polyurethane enamel paint				
15	On existing steel gates and frames	m2	19		
16	On existing steel windows and frames	m2	13		
	SECTION 3				
	BILL NO. 8				
	BUDGETARY AMOUNTS				
	General				
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances				

	Budgetary amounts are provisions made for an item yet to be finalized or chosen by the client. The amount is the total of material costs, delivery, installation, waste and profit of the contractor.				
	Prime cost amounts and provisional sums are net. Prime cost amounts include for delivery to site of all articles concerned				
	Provisional sums are for material and equipment supplied and installed complete by firms of specialists				

	BUDGETARY ALLOWANCES, ETC				
	Sundry building work, etc				
1	Provide the sum of R100 000.00 (Hundred thousand rand only) as contingency to be used at the discretion of the employer's agent and deducted in whole or in part if not required.	Item	1		
2	Provide the sum of R15 000 (Fifteen thousand rand only) for the treatment of seventeen (17) internal passage light fittings as per consultant specifications (later)	Item	1		
3	Provide the sum of R5 000 (Five thousand rand only) for the treatment of three (3) external light fittings as per consultant specifications (later)	Item	1		
	PRIME COST AMOUNTS				
	Sanitary ware				
4	Provide the sum of R20 000.00 (Twenty thousand rand only) for supply of taps, water closet, wash hand basin and urinal	Item	1		
	Installation measured elsewhere (Plumbing and drainage)				
5	Allow for taking delivery and storing	Item	1		
6	Profit	%	5		

	Ironmongery for timber doors				
7	Provide the sum of R20 000.00 (Twenty thousand rand only) for internal door ironmongery, including all hinges, locks, handles, doorstops etc. (Labour only for installation measured elsewhere)	Item	1		
	Installation measured elsewhere (Ironmongery)				
8	Allow for taking delivery and storing	Item	1		
9	Profit	%	5		
	PROVISIONAL SUMS FOR NOMINATED/SELECTED SUBCONTRACT WORKS				
	Electrical Installation, etc				
10	Provide the sum of R50 000.00 (Fifty thousand rand only) for electrical installation to make good, repair and testing of system.	Item	1		
11	Profit	%	5		
12	Attendance	%	5		
	Waterproofing to roof				
13	Provide the sum of R50 000.00 (Fifty thousand rand only) for waterproofing and sealing existing roof (1500m ²)	Item	1		
14	Profit	%	5		
15	Attendance	%	5		
	Carpentry and Joinery				
16	Provide the sum of R20 000.00 (Twenty thousand rand only) for repairing and restoring timber shelves and counters, including damaged edges etc.	Item	1		
17	Profit	%	5		
18	Attendance	%	5		
	Water proofing to sky lights				

19	Provide the sum of R20 000.00 (Twenty thousand rand only) or waterproofing to sky lights (quantity: 38)	Item	1		
20	Profit	%	5		
21	Attendance	%	5		
	Electrical Light Fittings, etc				
22	Provide the sum of R15 000 (Fifteen thousand rand only) for taking out and removing all existing light fittings and, taking delivery and installation of new electrical Light Fittings, including handling fee, etc.	Item	1		
23	Profit	%	5		
24	Attendance	%	5		
	Signage				
25	Provide the sum of R5 000 (Five thousand rand only) for supply and installation of class room signage	Item	1		
26	Profit	%	5		
27	Attendance	%	5		
	---END---				

SOUTH CAPE TVET COLLEGE

MAINTENANCE WORK

C3 SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

1. Maintenance work for South Cape College at Mossel Bay Campus

C3.1.2 Overview of the works

See scope of work

C3.1.3 Extent of the works

- Maintenance work for South Cape College Mossel Bay Campus
- For detail of the new works refer attached drawings and Priced Document.

C3.1.4 Location of the works

Addresses:

Mossel Bay Campus Mossel Bay
South Cape TVET College,

C3.1.5 Temporary works

N/A

C3.2 LIST OF DRAWINGS

The following drawings are applicable to the contract:

A4 drawings are attached at the back of this Priced Document

C3.3 PRO FORMAS

C3.3.1 Forms required during contract administration

Refer Preliminaries, Section C for detail of forms that will have to be submitted during construction.

C3.3.2 Pro Forms included

N/A

Part C4 : ANNEXES

1. HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION

HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

AT

MOSSEL BAY CAMPUS

TABLE OF CONTENTS

	Page
1. INTRODUCTION	3
2. OBJECTIVES	3
3. PRE-TENDER PHASE	3
4. CONSTRUCTION PHASE	
4.1 PRINCIPAL CONTRACTOR & CONTRACTOR	4
4.2 SUPERVISION OF CONSTRUCTION WORK	6
4.3 RISK ASSESSMENT	6
4.4 FALL PROTECTION	7
4.5 STRUCTURES	7
4.6 FORMWORK AND SUPPORT WORK	7
4.7 EXCAVATION WORK	8
4.8 SCAFFOLDING	8
4.9 EXPLOSIVE POWERED TOOLS	8
4.10 CRANES	8
4.11 CONSTRUCTION VEHICLES AND MOBILE PLANT	8
4.12 ELECTRICAL INSTALLATIONS & MACHINERY	8
4.13 HOUSEKEEPING ON CONSTRUCTION SITES	9
4.14 STACKING & STORAGE	9
4.15 FIRE PRECAUTIONS AND EMERGENCY PREPAREDNESS	9
4.16 CONSTRUCTION WELFARE & FACILITIES	10
4.17 ENVIRONMENTAL MANAGEMENT	10
4.18 GENERAL	10

HEALTH & SAFETY SPECIFICATION

1. INTRODUCTION

The Occupational Health & Safety Act No 85 of 1993 requires every employer to create a safe working environment which is free of health risks as far as is reasonably practicable. This applies to all employers in any industry including that of construction. After many years of consultation with the construction industry the government gazetted a specific regulation for construction activities in July 2003.

Section 4 (1) (a) of the construction regulations requires the client to prepare Health & Safety specifications for any proposed construction work.

In the construction regulations a Health & Safety Specification is defined as “a documented specification of all health & safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons”.

The SOUTH CAPE COLLEGE as the client for this specific project lays down the following Health & Safety Specifications.

2. OBJECTIVES

- 2.1 To set the standard for health & safety in construction work by ensuring multi-disciplinary compliance with the requirements of the occupational health and safety act and the construction regulations contained therein.
- 2.2 To form the guidelines for the contractor's health & safety plan.
- 2.3 To ensure the health and safety of the people doing construction work.
- 2.4 To ensure the health and safety of the users and occupants of the premises.

3. PRE-TENDER PHASE

3.1 CLIENTS HEALTH AND SAFETY SPECIFICATIONS

- 3.1.1 The Contractor shall be bound by the Occupational Health and Safety Act, its Regulations and incorporated Safety Standards, which shall include any amendments thereto.
- 3.1.2 Special focus shall be drawn to compliance with the Construction Regulations.
- 3.1.3 The employer will provide any information to the contractor which might affect the Health and Safety of any persons at the site where construction work is being performed. See below for specific items pertaining to this contract.
- 3.1.4 A detailed Health and Safety Plan shall be submitted to the employer before the commencement of the contract.
- 3.1.5 The employer reserves the right to add or make changes to any Health and Safety Plan of the contractor as it sees fit.
- 3.1.6 The contractor shall make provision for any personal protective equipment and safety equipment required for the duration of the contract. Such equipment shall be provided by the contractor at his own expense. The contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 3.1.7 Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of contract.
- 3.1.8 The Principal Contractor shall ensure that any sub-contractor shall comply in like manner to every requirement of this document.
- 3.1.9 Health and Safety Induction training shall be conducted by a competent person, provided by the contractor, to all of the contractors personnel and to any persons who need to visit the construction site for any reason.
- 3.1.10 Any activity involving entry into or work within a confined space or isolation work shall be controlled by a Permit to Work system.
- 3.1.11 All work shall be done during normal working hours, unless agreed otherwise in writing.

- 3.1.12 No unsafe or dangerous equipment or tools may be brought onto or used on site. The Department reserves the right to inspect any tool or equipment at any time and prevent or prohibit its use, without any penalty to the Department and without affecting the contract in any way.
- 3.1.13 No dangerous procedures and/or materials hazardous to the health and safety of persons, which could be avoided by modifying procedures or substituting materials, shall be used. Where such hazardous procedures and/or materials are unavoidable, these shall be brought to the immediate attention of the principal agent and the employer.
- 3.1.14 The contractors personnel shall confine their activities and movements to those areas where contract work is being performed.
- 3.1.15 All excavation equipment, portable cranes or similar construction equipment shall be used in accordance with the provisions of the OHS Act applicable to users.
- 3.1.16 **SPECIFIC ITEMS PERTAINING TO THIS CONTRACT**
- Tenderers attention is drawn to the information provided within this priced document regarding, but not limited to, the design and type of construction; the materials specified; and the construction period insofar as they need to be provided for in the contractor's Health and Safety Plan.
- The building may be erected alongside an existing facility that may be in use at the time and tenderers must allow for prevention of unauthorized entry to the site. Noise and vibration are to be minimized with efficient muffling devices. Unavoidably noisy disturbing operations may have to be carried out by arrangement at restricted times. Two days' notice will be required in this regard.

4. CONSTRUCTION PHASE

4.1 PRINCIPAL CONTRACTOR AND CONTRACTORS

The contractor awarded the contract will be appointed in writing as the Principal Contractor (PC).

The Principal contractor:

- 4.1.1 will notify the Employer's Representative in writing of the intention to carry out the proposed construction work. This notification is to be submitted before the commencement of work using the format provided in Annexure A of the construction regulations R1010 of July 2003. A copy of this notification will be kept on site for inspection by an inspector, client, client's agent or employee to accompany the letter of appointment;
- 4.1.2 shall provide the client with written proof of his good standing with the Compensation fund or with a licensed compensation insurer prior to work commencing on site;
- 4.1.3 shall satisfy the client that he has the necessary competencies and resources to carry out the work safely;
- 4.1.4 shall make provision for the cost of health & safety measures during the construction process;
- 4.1.5 shall provide and demonstrate to the client a suitable and sufficiently documented Health & Safety Plan based on the health & safety specifications. The client will discuss and negotiate the H&S Plan with the PC before giving final approval of the plan for implementation. A Health & Safety Plan could include but is not limited to the following:
- description of the project;
 - a general statement of health & safety principles and objectives for the project;
 - management structures and responsibilities (organogram);
 - selection Procedures and control of all sub-contractors with methods of communication and co-operation;
 - appointment of construction supervisor;
 - fall protection plan listing necessary equipment;
 - site specific Risk Assessment;
 - Information & Training arrangements;
 - description of all formwork and support work with a list of all equipment and materials;
 - storage & distribution of materials;

- control and disposal of waste;
- provision and use of utilities, e.g. electricity and water;
- list of tasks to be performed during the construction process with equipment to be used and required PPE and method statements;
- H&S Induction Training Programme;
- description of all formwork & support work with list of all equipment and materials;
- written Safe Work procedures;
- H&S specification for machinery and other plant for common use;
- OHS Act & regulations on site;
- Access Control;
- Fire & Emergency (Disaster recovery and contingency) plan;
- Site Rules & traffic control;
- Environmental Control Programme.

- 4.1.6 shall provide any contractor who is making a bid or appointed to perform construction work for the PC, with the relevant sections of the health and safety specifications pertaining to the specific construction work;
- 4.1.7 shall appoint in writing all sub-contractors, having satisfied himself that these contractors have the competencies and resources to work safely;
- 4.1.8 shall take reasonable steps to ensure that each sub-contractor's H&S plan is implemented and maintained on the construction site. These steps shall include periodic audits at intervals of at least once a month;
- 4.1.9 shall stop any contractor from executing construction work which is not in accordance with the PC's and/or contractors H&S plan for the site or which poses a threat to the health and safety of persons;
- 4.1.10 will ensure that where changes are brought about to the design and construction, sufficient health & safety information and appropriate resources are made available to the contractor to execute the work safely;
- 4.1.11 ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site. Where this is not possible or appropriate, the PC's insurance will cover the cost of any injury sustained to any employee of such sub-contractors;
- 4.1.12 shall ensure that potential contractors submitting tenders have made provision for the cost of H&S measures during construction work;
- 4.1.13 shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations;
- 4.1.14 shall ensure that any contractors provide and demonstrate to the PC a suitable and sufficiently documented health and safety plan, based on the relevant sections of the health and safety specifications. This plan shall be applied from the date of commencement of and for the duration of the construction work;
- 4.1.15 shall discuss and negotiate with the contractor the contents of his health and safety plan and shall finally approve that plan for implementation;
- 4.1.16 shall ensure that a copy of his and the contractor's health and safety plans are available on request to an employee, inspector, contractor, client or client's agent;
- 4.1.17 shall ensure that every contractor maintains a health and safety file, which shall include all documentation required in terms of the provisions of the Occupational Health & Safety Act and Construction Regulations. This file must be kept on site and made available to an inspector, client, client's agent or principal contractor upon request;
- 4.1.18 upon completion of the construction work shall consolidate both his and any contractor's health and safety file and hand it over to the client. The consolidated file will include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

- 4.1.19 shall ensure a comprehensive and updated list of all the contractors on site accountable to the principal contractor is available and included in the Health & Safety file, as well as the agreements between the parties and the type of work being done;
- 4.1.20 shall not appoint a contractor to perform construction work unless the PC is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- 4.1.21 shall ensure that where a contractor appoints another contractor to perform construction work, the responsibilities that applies to the principal contractor shall apply to the contractor as if he were the principal contractor;
- 4.1.22 shall ensure that no contractor shall appoint another contractor to perform construction work unless the contractor is reasonably satisfied that the contractor he intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- 4.1.23 shall ensure that all contractors co-operate as far as is necessary to enable each of them to comply with the provisions of the Act;
- 4.1.24 shall ensure that every contractor shall, as far as is reasonably practicable, promptly provide him with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

4.2 SUPERVISION OF CONSTRUCTION WORK

- 4.2.1 The contractor shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- 4.2.2 The contractor may appoint in writing one or more competent employees to assist the appointed construction supervisor. Every such appointed employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor, provided that the designation of any such employee shall not relieve the appointed construction supervisor of any personal accountability for failing in his supervisory duties referred to in terms of section 6(1) of the construction regulations.
- 4.2.3 No construction supervisor shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed:
- 4.2.4 A contractor may on consideration of the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

4.3 RISK ASSESSMENT

- 4.3.1 Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least:
- the identification of the risks and hazards to which persons may be exposed to;
 - the analysis and evaluation of the risks and hazards identified;
 - a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - a monitoring plan; and
 - a review plan.
- 4.3.2 A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- 4.3.3 Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

- 4.3.4 A contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.3.5 A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
- 4.3.6 A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.
- 4.3.7 No contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. All contractors shall ensure that all employees are in possession of and carry proof of this health and safety induction training.
- 4.3.8 All contractors shall ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.

4.4 FALL PROTECTION

- 4.4.1 A competent person must be appointed and be responsible for the preparation of a fall protection plan as detailed in section 8 of the construction regulations.
- 4.4.2 The fall protection plan must be implemented, amended where and when necessary and maintained as required.
- 4.4.3 Monitoring must take place to ensure the continued adherence to the fall protection plan.

4.5 STRUCTURES

- 4.5.1 A contractor shall ensure that:
- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
 - no structure or part of a structure is loaded in a manner which would render it unsafe.
- 4.5.2 A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- 4.5.3 The designer of a structure shall:
- take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - stop any contractor from executing any construction work which is not in accordance with the relevant design;
 - conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
 - ensure that during commissioning, cognisance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

4.6 FORMWORK AND SUPPORT WORK

A contractor shall ensure that:

- 4.6.1 all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;
- 4.6.2 all formwork and support work operations shall be carried out as detailed in section 10 of construction regulations.

4.7 EXCAVATION WORK

- 4.7.1 A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- 4.7.2 A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- 4.7.3 Every contractor who performs excavation work shall ensure that all excavation work is carried out as detailed in section 11 of construction regulations.

4.8 SCAFFOLDING

- 4.8.1 Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Occupational Health & Safety Act.
- 4.8.2 A contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- 4.8.3 A contractor using scaffolding shall ensure that all scaffolding is erected and dismantled according to the requirement of SABC CODE 085.

4.9 EXPLOSIVE POWERED TOOLS

- 4.9.1 No contractor shall permit or require any person to use an explosive powered tool, unless such person has been:
- Provided with and uses suitable protective equipment; and
 - Trained in the operation, maintenance and use of such a tool as detailed in section 19 of the construction regulation.

4.10 CRANES

- 4.10.1 The principal contractor shall ensure that where a contractor brings a crane on site, the contractor:
- will appoint in writing a suitably qualified person as the lifting equipment inspector; and
 - will comply with section 20 of the construction regulations and/or section 18 of the driven machinery regulation, depending on the choice of lifting equipment.

4.11 CONSTRUCTION VEHICLES AND MOBILE PLANT

A contractor shall ensure that all construction vehicles and mobile plants:

- 4.11.1 are of an acceptable design and construction;
- 4.11.2 are maintained in a good working order;
- 4.11.3 are used in accordance with their design and the intention for which they were designed. having due regard to safety and health;
- 4.11.4 are operated by workers who:
- have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- 4.11.5 all uses of construction vehicles and mobile plant meet the requirements of construction regulation 21.

4.12 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.12.1 before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

- 4.12.2 all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- 4.12.3 in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- 4.12.4 all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site;
- 4.12.5 the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing;
- 4.12.6 that all electrical installations on site comply with the electrical installation regulations.

4.13 HOUSE KEEPING ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.13.1 good housekeeping is continuously implemented on each construction site, including provisions for the proper storage of materials and equipment; and waste removal;
- 4.13.2 loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct the means of access to and egress from workplaces and passageways;
- 4.13.3 construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons;
- 4.13.4 a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of the threat of persons being struck by falling objects.

4.14 STACKING AND STORAGE ON CONSTRUCTION SITES

A contractor shall ensure that:

- 4.14.1 a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- 4.14.2 adequate storage areas are provided;
- 4.14.3 there are demarcated storage areas; and
- 4.14.4 storage areas are kept neat and under control.

4.15 FIRE PRECAUTIONS & EMERGENCY PREPAREDNESS ON CONSTRUCTION SITES

Every contractor shall ensure that:

- 4.15.1 all appropriate measures are taken to avoid the risk of fire;
- 4.15.2 sufficient and suitable storage is provided for flammable liquids, solids and gases;
- 4.15.3 smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- 4.15.4 combustible materials do not accumulate on the construction site;
- 4.15.5 welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- 4.15.6 suitable and sufficient fire-extinguishing equipment is provided as per the requirement of SABS 0400;
- 4.15.7 the fire equipment is inspected by a competent person;
- 4.15.8 a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- 4.15.9 where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- 4.15.10 the means of escape is kept clear at all times;

- 4.15.11 there is an effective evacuation plan;
- 4.15.12 a siren is installed and sounded in the event of a fire;
- 4.15.13 first aid facilities must be provided as per requirements of the occupational health & safety act. This includes:
 - a trained first aider and first aid resources on site at all times whilst construction is taking place;
 - a standard that must be drawn up for the management of injuries on duty and investigations thereof.

4.16 CONSTRUCTION WELFARE FACILITIES

A principal contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

- 4.16.1 at least one shower facility for every 15 workers;
- 4.16.2 at least one sanitary facility for every 30 workers;
- 4.16.3 changing facilities for each sex;
- 4.16.4 sheltered eating areas.

4.17 ENVIRONMENTAL CONTROL

The principal contractor will ensure that:

- 4.17.1 the construction process does not impact negatively on the environment;
- 4.17.2 take due regard to the fact that buildings may be in use and that staff and public may use the premises [existing buildings only];
- 4.17.3 preserve the trees and plants by not allowing concrete and rubble to damage the roots or erode the soil;
- 4.17.4 If the soil is clayey, ensure, especially in the rainy season, that there is sufficient drainage and that workers have sufficient footage on clayey surfaces.

4.18 GENERAL

- 4.18.1 All references to “his” or “he” in this document should be read as “his or her” and “he or she”.
- 4.18.2 Although the majority of activities on a construction site are specifically addressed in the construction regulations of July 2003, it should be noted that some activities and plant are covered by other regulations contained in the Occupational and Safety Act (No 85 of 1993) and regulations.
- 4.18.3 The act is to be strictly adhered to at all times. Non-conformance may result in prosecution resulting in financial penalties and/or imprisonment.

