



# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF  
PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**TENDER NUMBER: LDPWRI- B/20444**

**APPOINTMENT OF A CONTRACTOR FOR THE MAINTANANCE OF SESHEGO  
GOVERNMENT GARAGE PHASE 2, IN THE CAPRICORN DISTRICT THROUGH OPEN  
TENDER FOR A PERIOD OF 10 MONTHS**

**For the**

**LIMPOPO DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

**6CE OR HIGHER**

**Issued by:**

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

**Contact Person: General Queries**

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**Technical: Technical Queries**

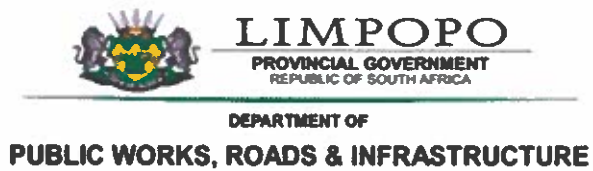
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**Name of the Tenderer:.....**



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# PART T1: TENDERING PROCEDURE



## T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for the. **APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER.** It is estimated that tenderers must have a CIDB contractor grading designation of **6 CE** or Higher

**The minimum number of EPWP work opportunities expected from this project is 10.**

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423 & SANS 10845. (See [www.cidb.org.za](http://www.cidb.org.za)), to which tenderers are referred to for their information purposes in relation to this Tender Data.

<b>Project Name</b>	<b>APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER.</b>	
<b>Tender Number</b>	<b>LDPWRI-B/20444</b>	
<b>Tender documents availability</b>	Limpopo Department of Public Works, Roads and Infrastructure website	
<b>Address for submission of tenders</b>	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
<b>Closing date of the tender</b>	<b>12/12/2025</b>	
<b>Closing time of the tender</b>	<b>11:00</b>	
<b>Compulsory briefing meeting</b> ( <i>Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register</i> )	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Meeting venue	<b>3962-3965 Ngoako Ramalepe Street, Zone 6, Seshego Industrial. Seshego Government Garage</b>
	Date	<b>02 December 2025</b>
	Time:	<b>11:00</b>
<b>Evaluation criteria</b>	<ol style="list-style-type: none"> <li>1. Eligibility and Administrative Compliance</li> <li>2. Functionality</li> <li>3. Price and Specific goals</li> </ol>	
<b>Mandatory or Compulsory Requirements</b> ( <i>failure to submit or comply with these requirements will lead to automatic disqualification</i> )	Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of <b>6CE</b> or higher contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.	
	Completed and signed Form of Offer and pricing Schedule	

## T1.2 TENDER DATA

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

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C.1.2	<p><b>The Tender</b></p> <p><b>Part T1: Tendering procedures</b>  T1.1 Tender notice and invitation to tender  T1.2 Tender data</p> <p><b>Part T2: Returnable documents</b>  T2.1 List of returnable documents  T2.2 Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Joint Venture Agreement (If Applicable)</p> <p><b>Part C2: Pricing data</b>  C2.1 Pricing instructions  C2.2 Bills of Quantities</p> <p><b>Part C3: Scope of work</b>  C3.1 Scope of Works  C3.2 The Expanded Public Works Programme – Scope of Works  C3.3: The Expanded Public Works Programme – Particular Specification</p>
C.1.4	<p>All communications related to this tender should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	<p>The employer reserve to cancel the tender prior to the award of the tender.</p>
C1.6.3	<p>A two-stage system will not be followed.</p>

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C.2.1	<p><b>Eligibility Criteria (Mandatory Requirements)</b></p> <p>Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:</p> <ol style="list-style-type: none"> <li>1. The tenderer:             <ol style="list-style-type: none"> <li>a) is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to automatically continue to function in the event of a death or withdrawal of one of the partners;</li> <li>b) is not an unincorporated joint venture (i.e. the JV must be registered with CSD, CIPC and SARS as a JV, and all supporting documents must be submitted); and</li> </ol> </li> <li>2. The tenderer is registered on the National Treasury Central Supplier Data Base (<a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>).</li> <li>3. Eligibility in respect to CIDB</li> </ol> <p>Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of <b>6CE</b> or higher contractor grading determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. Every member of the joint venture is registered with the CIDB.</li> <li>2. The lead partner has a contractor grading designation General building works as follows: 2.1 <b>6CE</b> or higher.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an elevator maintenance and service – Infrastructure or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.</li> </ol>
C2.2	<p><b>Cost of tendering</b></p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements</p>
C.2.7	<p><b>Compulsory site briefing</b></p> <p>A compulsory briefing meeting will be held as per the details in the Tender Bulletin.</p>
C.2.11	<p><b>Alterations to the documents</b></p> <p>Tenderers are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>

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C.2.12	<b>Alternative tender offer</b> No alternative tender offer is permitted in this stage
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety by writing in <b>non-erasable black ink</b>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original.
C.2.13.4	The tender shall be signed by a person duly authorised to do so
C.2.13.5	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:  <b>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS &amp; INFRASTRUCTURE</b> <b>Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699</b> <b>Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender</b>
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mail tender offers will not be accepted.
C.2.16.1	The tender offers validity period is <b>120 days</b>
C.2.16.2	The tender accepts that a tender submission that has been to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated C.2.16 lapses before the employer – evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index(CPI)
C.3.1	The tender is required to indicate how they claim points for each preference point system attached relevant supporting document. The specific goals for claiming of preference point includes the following:  <ul style="list-style-type: none"> <li>- Enterprise owned by people with disabilities (Submit: Disability certificate issued by health professionals)</li> <li>- Enterprise owned by women (Submit: Central Supplier Database (CSD))</li> <li>- Small, Medium and Micro Enterprises (SMMEs) (Submit: Central Suppliers Database (CSD)).</li> <li>- Enterprise owned by Youth (Central Supplier Database (CSD)).</li> <li>- Enterprise located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)</li> </ul> <p><b>NOTE: The means of verification as indicated in bold above MUST BE SUBMITTED</b> in order for the claimed points to be awarded</p>
	<b>CIDB Grading Certificate</b> Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number if the tenderer. <b>Letter of Good Standing</b>  Tender are required to submit, bound with the submission, a latter of good from the Compensation commissioner indicating that the tenderer is in good standing.
C3.2	Notwithstanding any requests for confirmation of receipts of addenda issued, the tender shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice inn respect thereof) via electronic mail, facsimile or registered post.



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C.3.2.1	Tenders will <b>not</b> be opened immediately after the closing time for tenders.																		
C.3.2.2	<p>The tenderers will be evaluated in three stages:</p> <p>a) <b>Stage 1: Eligibility and Administrative Compliance:</b> The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.</p> <p>b) <b>Stage 2: Functionality:</b> Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. Bidders are required to score a minimum number of evaluation points of <b>70</b> for functionality in order to proceed to the next phase of evaluation.</p> <table border="1" data-bbox="379 600 1428 1003"> <thead> <tr> <th>CRITERIA</th> <th>DESCRIPTION</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Bidder's previous experience</td> <td>Bidder's previous experience in Civil Projects</td> <td>35</td> </tr> <tr> <td>Key Personnel</td> <td>Background and experience of all key personnel proposed to undertake the services</td> <td>40</td> </tr> <tr> <td>Plant</td> <td>List of plant owned</td> <td>15</td> </tr> <tr> <td>Bank Rating</td> <td>Letter from Financial Institution showing the Bank rating</td> <td>10</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Maximum Possible Points</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>c) <b>Stage 3: Price and Specific Goals</b></p> <p>The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and specific goals). The total number of tender evaluation points (<math>T_{EV}</math>) shall be determined in accordance with the following formula.</p> $T_{EV} = N_{FO} + N_P$ <p><math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:</p> $P = A * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$ <p>Where:</p> <ul style="list-style-type: none"> <li>A is 80 since the estimated financial value of works inclusive of VAT is equals or is less than R 50,000,000.00.</li> <li>P is the points awarded to the tender under consideration</li> <li><math>P_m</math> is the lowest Comparative tender price</li> <li><math>P_o</math> is the comparative price under consideration</li> <li><math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18</li> </ul> <p>The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.</p>	CRITERIA	DESCRIPTION	POINTS	Bidder's previous experience	Bidder's previous experience in Civil Projects	35	Key Personnel	Background and experience of all key personnel proposed to undertake the services	40	Plant	List of plant owned	15	Bank Rating	Letter from Financial Institution showing the Bank rating	10	<b>Maximum Possible Points</b>		<b>100</b>
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## **PART T2: RETURNABLE DOCUMENTS**



## T2.1 : LIST OF RETURNABLE DOCUMENTS

1. The following documents **must** be submitted by the bidder as part of the tender document:
  - a) Fully Completed Bills of Quantities
  - b) Fully Completed and signed Form of Offer
  - c) Submission of fully completed and signed Standard Bidding Documents
    - 1.1. SBD 1: Invitation to bid
    - 1.2. SBD 3.1 : Pricing Schedule – Firm prices
    - 1.3. SBD 4: Bidder's Disclosure
    - 1.4. SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended
  - d) Fully completed signed Record of Addenda to tender documents
  - e) Fully completed signed Proposed Amendments and Qualifications (if applicable)
  - f) Fully completed signed Compulsory Declaration
  - g) Fully completed signed Certificate of Authority
  - h) CSD Report
  - i) Valid CIDB grading certificate
  - j) COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
  - k) JV Agreement (if applicable)
2. Failure to submit the following will lead to automatic disqualification:
  - a) Fully Completed Bills of Quantities
  - b) Fully Completed and signed Form of Offer
  - c) Fully completed signed Compulsory Declaration
  - d) SBD 4: Bidder's Disclosure
  - e) Fully completed signed Certificate of Authority
  - f) JV Agreement (if applicable)
3. The following returnable documents are **required for tender evaluation purposes. Tenderers will not be disqualified for failure to submit or complete these returnable documents. However, it will affect the awarding of points during evaluations.**
  - a. Practical and Final completion certificates on the completed projects.
  - b. List of plant owned and /or leased and proof of ownership.
  - c. Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
  - d. Certified copies (not older than 6 months) of all qualifications, professional registrations and training
  - e. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
  - f. Letter from Financial Institution showing the Bank rating.
  - g. Annual Financial Statements
  - h. Proof of company address

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**T 2.2: RETURNABLE SCHEDULE**

No.	Document Name	Returnable Document
1.	Fully Completed Pricing Schedule	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Fully Completed and signed Form of Offer	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	SBD 1: Invitation to bid	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	SBD 3.1: Pricing Schedule – Firm Prices (purchases)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	SBD 4: Bidder's Disclosure	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	Record of Addenda to tender documents	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	Proposed Amendments and Qualifications	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	Compulsory Declaration	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	Certificate of Authority	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.	CSD Report	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	JV Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
13.	Valid CIDB grading certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
14.	COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing	<input type="checkbox"/> Yes <input type="checkbox"/> No
15.	Annual financial statements that comply with the with the companies act and must not be older than 18 months	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Letter from Financial Institution showing the Bank rating	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	Practical and Final completion certificates on the completed projects.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	List of plant owned and /or leased and proof of ownership.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19.	Proof of company address	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	Curriculum Vitae & Qualifications of all key staff	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

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

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

Tenderer \_\_\_\_\_

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## Proposed amendments and qualifications

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

Page	Clause or item	Proposal

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

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

Tenderer \_\_\_\_\_

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

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**Compulsory Declaration**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
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**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>(State if not registered for VAT)</i>

**Section 4: CIDB registration number :**

**Section 5: National Treasury Central Supplier Database**

<b>Supplier registration reference number</b>	<b>Number/ Unique</b>	
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**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

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**Section 7: Record in the service of the state**

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Name of principal	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 8: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	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



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**Section 9: Record of termination of previous contracts with an organ of state**

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

**Section 10: Declaration**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

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

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

Enterprise \_\_\_\_\_

Contract No. LDPWRI-B/20444



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

**PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**Certificate Of Authority**

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

**NB: Complete relevant section. Do not write "See Attached"**

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for company**

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman  
2.....  
Date

**B. Certificate of partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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**C. Certificate for Joint Venture**

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

**D. Certificate for sole proprietor**

I, ....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
Signature: Sole owner

2.....  
Date

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE</b>					
BID NUMBER:	LDPWRI-B/205444	CLOSING DATE:	12/12/2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF CONTRACTOR FOR MAINTANANCE OF SESHEGO GOVERNMENT GARAGE PHASE 2,IN THE CAPRICORN DISTRICT THROUGH OPEN TENDER FOR A PERIOD OF 10 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PUBLIC WORKS ROADS & INFRASTRUCTURE					
CORNER RIVER AND BLAAWBERG STREETS					
LADANNA					
0699					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR NJ MOTSOPIYE		CONTACT PERSON	TR Modipa	
TELEPHONE NUMBER	015 284 7126		TELEPHONE NUMBER	015 284 7424	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	motsopyen@dpw.limpopo.org.za		E-MAIL ADDRESS	modipa@dpw.limpopo.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

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

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

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

Name of bidder.....	Bid number <b>LDPWRI-B/20444</b>
Closing Time <b>11:00</b>	Closing date <b>12/12/2025</b>

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by:	.....
-		At:	.....
-		Brand and model	.....
-		Country of origin	.....
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)	.....
-		Period required for delivery	..... *Delivery: Firm/not firm
-		Delivery basis	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

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\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

1. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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**PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

- Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE





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DEPARTMENT OF  
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## SBD 4: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1. If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder

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

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with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

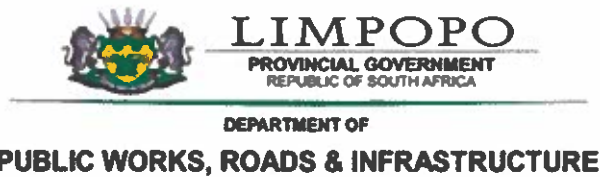
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## **SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

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### **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

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

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

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The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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:

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

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,

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preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities <b>(Submit: Disability certificate issued by health professionals)</b>	2	
Enterprises owned by Women <b>(Submit: Central Supplier Database (CSD).</b>	7	
Small, Medium and Micro Enterprises (SMMEs). <b>(Submit: Central Supplier Database (CSD).</b>	2	
Enterprises owned by Youth. <b>(Central Supplier Database (CSD).</b>	4	

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Enterprises located in Limpopo Province Enterprises located in Limpopo Province <b>(Central Supplier Database (CSD).</b> <b>(Municipal Utility Bills/ Lease Agreement/ Proof of Residence from Tribal Authority/ Municipal Council</b>	5	
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**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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



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- 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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



**EVALUATION SCHEDULE 1: FUNCTIONALITY CRITERIA**

Technical Criteria	Sub-criteria	Points																												
Bidder's previous experience in building projects (new construction and renovations)	<p><b>Completed Projects</b></p> <p>Completion certificates for previous work must be submitted for each project for points to be awarded. Only projects completed in the last 5 years will be considered. Below table shows show points will be allocated.</p> <table border="1" data-bbox="427 779 1342 1205"> <thead> <tr> <th data-bbox="427 779 639 954">Description</th> <th data-bbox="639 779 868 954">Points allocated for completion letters</th> <th data-bbox="868 779 1155 954">Additional Points for Total Value of Cumulative Project</th> <th data-bbox="1155 779 1342 954">Points allocated for Value of Projects</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 954 639 1021">No completion Certificate</td> <td data-bbox="639 954 868 1021">0</td> <td data-bbox="868 954 1155 1021">&lt; R500 000</td> <td data-bbox="1155 954 1342 1021">0</td> </tr> <tr> <td data-bbox="427 1021 639 1061">1 x Project</td> <td data-bbox="639 1021 868 1061">5</td> <td data-bbox="868 1021 1155 1061">&gt; R500 000</td> <td data-bbox="1155 1021 1342 1061">2</td> </tr> <tr> <td data-bbox="427 1061 639 1102">2 x Projects</td> <td data-bbox="639 1061 868 1102">10</td> <td data-bbox="868 1061 1155 1102">&gt; R5 000 000</td> <td data-bbox="1155 1061 1342 1102">4</td> </tr> <tr> <td data-bbox="427 1102 639 1142">3 x Projects</td> <td data-bbox="639 1102 868 1142">15</td> <td data-bbox="868 1102 1155 1142">&gt; R10 000 000</td> <td data-bbox="1155 1102 1342 1142">6</td> </tr> <tr> <td data-bbox="427 1142 639 1182">4 x Projects</td> <td data-bbox="639 1142 868 1182">20</td> <td data-bbox="868 1142 1155 1182">&gt; R15 000 000</td> <td data-bbox="1155 1142 1342 1182">8</td> </tr> <tr> <td data-bbox="427 1182 639 1205">5 x Projects</td> <td data-bbox="639 1182 868 1205">25</td> <td data-bbox="868 1182 1155 1205">&gt; R20 000 000</td> <td data-bbox="1155 1182 1342 1205">10</td> </tr> </tbody> </table> <p>List the details of completed projects in Schedule 2. Completion of this table is mandatory for points to be allocated.</p>	Description	Points allocated for completion letters	Additional Points for Total Value of Cumulative Project	Points allocated for Value of Projects	No completion Certificate	0	< R500 000	0	1 x Project	5	> R500 000	2	2 x Projects	10	> R5 000 000	4	3 x Projects	15	> R10 000 000	6	4 x Projects	20	> R15 000 000	8	5 x Projects	25	> R20 000 000	10	35
Description	Points allocated for completion letters	Additional Points for Total Value of Cumulative Project	Points allocated for Value of Projects																											
No completion Certificate	0	< R500 000	0																											
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3 x Projects	15	> R10 000 000	6																											
4 x Projects	20	> R15 000 000	8																											
5 x Projects	25	> R20 000 000	10																											

Technical Criteria	Sub-criteria	Points																																											
Key Personnel Capacity (background and experience of all key personnel proposed to undertake the services)	<p><b>Profile of key staff</b></p> <p><b>NB: List the details of key staff in Schedule 3. Completion of this table is mandatory for points to be allocated.</b></p> <p>Attached brief CVs with contactable references (preferably not longer than 4 pager) for all key staff who will be engaged in the delivery of service to LDPWR&amp;I (indicating technical qualifications, copies of qualifications, professional registrations from the relevant council, and relevant previous project experience. Certified copies shall be less than 6 months.</p> <p><b>a) Allocation of points for Construction Manager (Max = 15 points)</b></p> <table border="1" data-bbox="427 645 1347 994"> <thead> <tr> <th></th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td> <td>NQF level 6 or Higher on Built Environment Qualification</td> <td rowspan="2">5</td> </tr> <tr> <td>Registration with SACPCMP</td> </tr> <tr> <td rowspan="3">Relevant Experience in the Built Environment</td> <td>Exceeding 5 years relevant experience</td> <td>5</td> </tr> <tr> <td>Exceeding 2 years not exceeding 5 years relevant experience</td> <td>4</td> </tr> <tr> <td>Not exceeding 2 years relevant experience</td> <td>1</td> </tr> </tbody> </table> <p><b>b) Allocation of points for Supervisor (Max = 10 points)</b></p> <table border="1" data-bbox="427 1099 1347 1449"> <thead> <tr> <th></th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td> <td>NQF Level 6 in Built Environment Qualification</td> <td rowspan="2">5</td> </tr> <tr> <td></td> </tr> <tr> <td rowspan="3">Relevant Experience in Built Environment</td> <td>Exceeding 5 years relevant experience</td> <td>5</td> </tr> <tr> <td>Exceeding 2 years not exceeding 5 years relevant experience</td> <td>3</td> </tr> <tr> <td>Not exceeding 2 years relevant experience</td> <td>2</td> </tr> </tbody> </table> <p><b>c) Allocation of points for Safety Officer (Max = 15 points)</b></p> <table border="1" data-bbox="427 1520 1347 1859"> <thead> <tr> <th></th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Qualifications</td> <td>NQF level 6 in SAMTRAC</td> <td>5</td> </tr> <tr> <td>Registration with SACPCMP</td> <td>5</td> </tr> <tr> <td rowspan="3">Relevant Experience in Occupational Health and Safety</td> <td>Exceeding 5 years relevant experience</td> <td>5</td> </tr> <tr> <td>Exceeding 2 years not exceeding 5 years relevant experience</td> <td>3</td> </tr> <tr> <td>Not exceeding 2 years relevant experience</td> <td>2</td> </tr> </tbody> </table>		Description	Points	Qualifications	NQF level 6 or Higher on Built Environment Qualification	5	Registration with SACPCMP	Relevant Experience in the Built Environment	Exceeding 5 years relevant experience	5	Exceeding 2 years not exceeding 5 years relevant experience	4	Not exceeding 2 years relevant experience	1		Description	Points	Qualifications	NQF Level 6 in Built Environment Qualification	5		Relevant Experience in Built Environment	Exceeding 5 years relevant experience	5	Exceeding 2 years not exceeding 5 years relevant experience	3	Not exceeding 2 years relevant experience	2		Description	Points	Qualifications	NQF level 6 in SAMTRAC	5	Registration with SACPCMP	5	Relevant Experience in Occupational Health and Safety	Exceeding 5 years relevant experience	5	Exceeding 2 years not exceeding 5 years relevant experience	3	Not exceeding 2 years relevant experience	2	40
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Technical Criteria	Sub-criteria	Points								
Financial Institution	<p>Bidders should submit stamped letter from financial institution indicating Rating. Points to be awarded as follows:</p> <table border="1" data-bbox="424 389 1166 577"> <thead> <tr> <th data-bbox="424 389 1034 439">Description</th> <th data-bbox="1034 389 1166 439">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="424 439 1034 483">Category A &amp; B</td> <td data-bbox="1034 439 1166 483">10</td> </tr> <tr> <td data-bbox="424 483 1034 528">Category C &amp; D</td> <td data-bbox="1034 483 1166 528">5</td> </tr> <tr> <td data-bbox="424 528 1034 573">Category E &amp; below</td> <td data-bbox="1034 528 1166 573">0</td> </tr> </tbody> </table>	Description	Points	Category A & B	10	Category C & D	5	Category E & below	0	10
Description	Points									
Category A & B	10									
Category C & D	5									
Category E & below	0									
Resource Capability	<p><b>Availability of Physical Resources: ≥1-ton Delivery Vehicles</b></p> <p>Bidder must attach:</p> <ul style="list-style-type: none"> <li>• Valid proof of ownership</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Lease agreement</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Rental agreement</li> </ul> <ul style="list-style-type: none"> <li>• No proof of delivery vehicle = 0</li> <li>• Proof of one (1) delivery vehicle = 5</li> <li>• Proof of two (2) or more delivery vehicles = 15</li> </ul>	15								
<b>TOTAL</b>		<b>100</b>								



**EVALUATION SCHEDULE 2: BIDDER'S PAST EXPERIENCE**

Relevant experience in civil projects (new and renovations) completed in the last 5 years. **Compulsory:** Complete the table below and attach proof of completion letters for each project for points to be awarded.

Client	Project Description	Project Value	Completion Letter Attached? (YES/ NO)	Contact Person & Contact Number
<b>TOTAL VALUE</b>				



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**EVALUATION SCHEDULE 3: BIDDER'S KEY STAFF**

Key staff with relevant experience in Civil projects (new and renovations) who will be engaged in the delivery of service to LDPWR&I.  
**Compulsory:** Complete the table below and attach proof of CVs & Qualifications for points to be awarded.

<b>Role</b>	<b>Name and Surname</b>	<b>Qualifications</b>	<b>Professional Registration</b>	<b>Years of Experience Post Qualification</b>
<b>Construction Manager</b>				
<b>Supervisor</b>				
<b>Safety Officer</b>				



## **PART C1: AGREEMENT AND CONTRACT DATA**

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**C1.1. FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

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

(in figures) R.....

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer: .....

Name & signature of witness .....

Date .....



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## Acceptance (To be completed by the employer – not the tenderer)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

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

### For the Employer

Signature .....

Name .....

Capacity .....

### Name and address of organization

### Signature and Name of Witness

Signature .....

Name .....

Capacity

**Schedule of Deviations**

1 Subject .....  
Details .....  
.....  
.....  
.....

2 Subject .....  
Details .....  
.....  
.....  
.....

3 Subject .....  
Details .....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....

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

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

.....



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## C1.2 CONTRACT DATA

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

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

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

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

### **Payment for labour Intensive Component of Works**

Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

### **Linkage of Payment to Submission of Project Data**

The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.

### **Applicable Labour Laws**

The current Ministerial Determination (also downloadable at [www.epwp.gov.za](http://www.epwp.gov.za)), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.

### **The additions, deletions and alterations to the JBCC Principal Agreement are:**

#### **Clause Additions, deletions and alterations**

26.1.2 Extended **defects** liability period will apply to the following elements: all completed work: **6 months**

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## **C1.3 JOINT VENTURE AGREEMENT**

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

### **GENERAL**

- a) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- b) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - i. the contributions of capital and equipment
  - ii. work items to be performed by the Affirmable Joint Venture Partner's own forces
  - iii. work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- c) Copies of all written agreements between joint venture partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- d) Affirmable Business Enterprise (ABE) partners must complete ABE Declaration Affidavits.
- e) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- f) Should any of the above not be complied with, the joint venture tenderer will be deemed null and void and will be considered non-responsive.

### **1. JOINT VENTURE PARTICULARS**

- a) Name .....
- b) Postal address.....  
.....
- c) Physical address .....
- d) Telephone .....
- e) Fax .....

### **2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

- 2.1. Name of Firm .....
- Postal Address .....
- Physical Address .....
- Telephone .....
- Fax .....
- Contact person for matters pertaining to Joint Venture Participation Goal

Contract No. LDPWRI-B/20444

requirements.....

**2.2. Name of Firm .....**

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1. Name of Firm .....**

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**3.2. Name of Firm .....**

Postal Address .....

Physical Address .....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) ..... %

b) Non-Affirmable Joint Venture Partner ownership percentage(s)..... %

c) Affirmable Joint Venture Partner percentages in respect of. \*

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rands.....

045

**APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER**

**Contract No. LDPWRI-B/20444**

.....  
 .....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

.....  
 .....

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

.....  
 .....

**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

No.	Joint Venture Partner	PARTNER NAME
1.		
2.		
3.		
4.		
5.		
6.		
7.		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

(a) Joint Venture payment approvals

.....  
 .....

(b) Authority to enter into contracts on behalf of the Joint Venture

.....  
 .....

Contract No. LDPWRI-B/20444

(c) Signing, co-signing and/or collateralising of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance guarantees

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

(f) Negotiating and signing labour agreements

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

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the "managing partner", if any,

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

.....  
.....

**APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER**

**Contract No. LDPWRI-B/20444**

(c) Describe the management structure for the Joint Venture's work under the Contract

<b>MANAGEMENT FUNCTION / DESIGNATION</b>	<b>NAME</b>	<b>PARTNER</b>

\* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

**10. PERSONNEL**

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

<b>TRADE/FUNCTION/ DISCIPLINE</b>	<b>NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>NUMBER EX NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

(ii) Number currently employed by the Joint Venture

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls



Contract No. LDPWRI-B/20444

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

.....

.....

.....

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

Signature .....

APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER

Contract No. LDPWRI-B/20444

Duly authorised to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

---

## PART C2: PRICING DATA



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## **PART C2: PRICING DATA**

### **C2.1 Pricing instruction**

The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.

It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.

The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

The bidder shall set aside a minimum of 5 % of the project value for sub-contractor/s and determine the amount to be paid for the Contract Participation Goal (CPG).

APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER

Contract No. LDPWRI-B/20444

## C2.2: BILLS OF QUANTITIES

## C2.2: BILLS OF QUANTITIES

Item  
No

Quantity

Rate

Amount

**SECTION NO.1**

**BILL NO. 1**

**PRELIMINARIES**

- i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1 Code 2101 March 2005) prepared by the Joint Building Contracts Committee
- ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, Code 2103 May 2005 Edition and shall be deemed to be incorporated herein
- iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary
- iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading
- v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")
- vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time

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

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Preliminaries

**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

**Definitions (A1)**

1 Definitions and interpretation (clause 1)

F:..... V:..... T:.....

Item

**Objective (A2)**

2 Offer acceptance and performance (clause 2)

F:..... V:..... T:.....

Item

**Preparation (A3-A14)**

3 Documents (clause 3)

F:..... V:..... T:.....

Item

4 Design responsibility (clause 4)

F:..... V:..... T:.....

Item

5 Employer's agents (clause 5)

F:..... V:..... T:.....

Item

6 Site representative (clause 6)

F:..... V:..... T:.....

Item

7 Compliance with regulations (clause 7)

F:..... V:..... T:.....

Item

8 Works risk (clause 8)

F:..... V:..... T:.....

Item

9 Indemnities (clause 9)

F:..... V:..... T:.....

Item

10 Works insurance (clause 10)

F:..... V:..... T:.....

Item

11 Liability insurances (clause 11)

F:..... V:..... T:.....

Item

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12	Effecting insurance (clause 12) F:..... V:..... T:.....	Item
13	No clause (clause 13) F:..... V:..... T:.....	Item
14	Security (clause 14) F:..... V:..... T:.....	Item
<b><u>Execution (A15-A22)</u></b>		
15	Preparation for and execution of the works (clause 15) F:..... V:..... T:.....	Item
16	Access to the works (clause 16) F:..... V:..... T:.....	Item
17	Contract instructions (clause 17) F:..... V:..... T:.....	Item
18	Assignment (clause 19) F:..... V:..... T:.....	Item
19	Setting out of the works (clause 18) F:..... V:..... T:.....  The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments.	Item
20	Nominated subcontractors (clause 20) F:..... V:..... T:.....	Item
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Section No. 1 Bill No. 1 Preliminaries <b>SESHEGO GOVERNMENT GARAGE PHASE 2 FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY</b>		

R

21	Selected subcontractors (clause 21) F:..... V:..... T:.....	Item
22	Employer's Direct Contractors (clause 22) F:..... V:..... T:.....	Item
23	Contractor's Domestic Sub-Contractors (Clause 23) F:..... V:..... T:.....	Item
<b><u>Completion (A24-A30)</u></b>		
24	Practical completion (clause 24) F:..... V:..... T:.....	Item
25	Works completion (clause 25) F:..... V:..... T:.....	Item
26	Final completion (clause 26) F:..... V:..... T:.....	Item
27	Latent defects liability period (clause 27) F:..... V:..... T:.....	Item
28	Sectional completion (clause 28) F:..... V:..... T:.....	Item
29	Revision of date of practical completion (clause 29) F:..... V:..... T:.....	Item

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30 Penalty for non-completion (clause 30)  
F:..... V:..... T:.....

Item

**Payment (A31 - A35)**

31 Interim payment to the contractor (clause 31)  
F:..... V:..... T:.....

Item

32 Adjustment to the contract value (clause 32)  
F:..... V:..... T:.....

Item

Notwithstanding the provisions of clause 32.13  
fluctuations in costs shall not be adjusted as per heyliet  
formular (CPA)

33 Recovery of expense and loss (clause 33)  
F:..... V:..... T:.....

Item

34 Final account and final payment (clause 34)  
F:..... V:..... T:.....

Item

35 Payment to other parties (clause 35)  
F:..... V:..... T:.....

Item

**Cancellation (A36-A39)**

36 Cancellation by employer - contractor's default (clause  
36)  
F:..... V:..... T:.....

Item

37 Cancellation by employer - loss and damage (clause 37)  
F:..... V:..... T:.....

Item

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38 Cancellation by contractor - employer's default (clause 38)

F:..... V:..... T:.....

Item

39 Cancellation - cessation of the works (clause 39)

F:..... V:..... T:.....

Item

**Dispute (A40)**

40 Settlement of disagreements and disputes (clause 40)

F:..... V:..... T:.....

Item

**Contract variables (A41)**

41 The schedule:Pre-tender information (clause 41)

F:..... V:..... T:.....

Item

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

**41.1.1**

Employer:

DEPARTMENT OF PUBLIC WORKS LIMPOPO

Postal Address:  
Private Bag x 9490  
POLOKWANE  
0700

Physical Address:  
43 Church Street  
Polokwane  
0699

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

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OGG

**41.1.2**

**Principal Agent:**

**DEPARTMENT OF PUBLIC WORKS LIMPOPO**

Postal Address:  
Private Bag x 9490  
POLOKWANE  
0700

Physical Address:  
43 Church Street  
Polokwane  
0699

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

**41.1.3**

**Other Agents: Architect**

**DEPARTMENT OF PUBLIC WORKS LIMPOPO**

Postal Address:  
Private Bag x 9490  
POLOKWANE  
0700

Physical Address:  
43 Church Street  
Polokwane  
0699

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

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**41.1.4**

**Other Agents : Quantity Surveyors**

**DEPARTMENT OF PUBLIC WORKS LIMPOPO**

Postal Address:  
Private Bag x 9490  
POLOKWANE  
0700

Physical Address:  
43 Church Street  
Polokwane  
0699

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

**41.2 CONTRACT DETAILS**

**41.2.1 Works Description:**

The work consist of the construction of a new single storey library building approximately 950m2 and site works

**41.2.2 Site Description:**

The site is at

**41.2.3 Work for installation by direct contractors:**

N/A

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

applicable to a state organ only

Yes

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

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

41.2.6 Period for the commencement of the works is immediately after the contractor takes possession of the site

41.2.7 Completion in sections are required No

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

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

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

**SPECIAL COMPLETION REQUIREMENTS**

Not applicable

42 41.2.9 Arbitration rules as recommended by the Association of Arbitrators (SA)

F:..... V:..... T:.....

Item

43 41.2.10 The law applicable to this agreement shall be that of

South Africa

F:..... V:..... T:.....

Item

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**41.3 INSURANCES**

44 41.3.1 Contract work's insurance

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

Item

45 41.3.2 Supplementary insurance:

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

F..... V.....  
T.....

Item

46 41.3.3 Public liability insurance to be effected by contractor

See clause 42.3.1

F..... V..... T.....

Item

**41.4 DOCUMENTS**

41.4.1 Waivers of contractors lien is required **Yes**

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

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

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41.4.4 Number of days for submission of priced documents:  
7 working days

Notwithstanding the provisions of Clause 41.4.4, no payments will be certified unless the priced document are agreed with the Quantity surveyors.

41.4.5 JBCC N/S Subcontract Agreement are to be included in the documents:  
No

41.4.6 Alternative if contract value is not adjusted using CPAP:  
Prices and rates shall remain firm and fixed, there shall be no adjustment of the tender amounts

41.4.7 Details of changes made to the provision of JBCC standard documentation:  
Payment will be made 21 days after issue of a payment certificate.  
The Contractor shall issue a Tax Invoice immediately to enable the Employer to process payment. For accounting purposes, the Employer's VAT number as required by current legislation on the Tax invoice is to be advised

**SECTION B: PRELIMINARIES**

**Definition and interpretation (B1)**

47 Definition and interpretation (B1.1 - B1.6.5)  
F:..... V:..... T:.....

Item

**Documents (B2)**

48 Checking of documents (B2.1)  
F:..... V:..... T:.....

Item

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49 These bills of quantities contain pages and annexures as indexed on the flyleaf

The items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1997 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained

50 Provisional bills of quantities (B2.2)

F:..... V:..... T:.....

51 Availability of construction documentation for contracts based on provisional bills of quantities (B2.3)

F:..... V:..... T:.....

52 Interests of agents (B2.4)

F:..... V:..... T:.....

53 Priced documents (B2.5)

F:..... V:.....  
T:.....

54 Tender submission (B2.6)

F:..... V:..... T:.....

55 Notwithstanding anything contained in this clause tenders shall be valid for a period of 45 days from the closing date of tenders

F:..... V:..... T:.....

The site (B3)

56 Defined works area (B3.1)

F:..... V:..... T:.....

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Item

N/A

Item

Item

Item

Item

Item

Item

R

57 The area of the works to be occupied by the contractor, any restriction on the area and the limit of access or exit will be pointed out to the contractor by the principal agent at the official site briefing meeting.

Item

58 Geotechnical investigation (B3.2)  
 Geotechnical information will be made available to the successful bidder at the site handover meeting  
 F:..... V:..... T:.....

Item

59 Inspection of the site (B3.3)  
 It remains the responsibility of the bidder to visit the project site on his / her own to check and acquaint themselves with the site and its conditions before submitting a tender as no claims will be entertained later.

Item

60 No claims for extras arising from the contractor having failed to comply with this clause will be entertained  
 F:..... V:..... T:.....

Item

61 Existing premises occupied (B3.4)  
 F:..... V:..... T:.....

Item

62 Previous work - dimensional accuracy (B3.5)  
 F:..... V:..... T:.....

Item

63 Previous work - defects (B3.6)  
 F:..... V:..... T:.....

Item

64 Services - known (B3.7)  
 F:..... V:..... T:.....

Item

65 Services - unknown (B3.8)  
 F:..... V:..... T:.....

Item

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667

66	Protection of trees etc (B3.9) F:..... V:..... T:.....	Item
67	Articles of value (B3.10) F:..... V:..... T:.....	Item
68	Inspection of adjoining properties etc (B3.11) F:..... V:..... T:.....	Item
<b><u>Management of contract (B4)</u></b>		
69	Management of the works (B4.1) F:..... V:..... T:.....	Item
70	Progress meetings (B4.3) F:..... V:..... T:.....	Item
71	Technical meetings (B4.4) F:..... V:..... T:.....	Item
<b><u>Samples and shop drawings and manufacturer's instructions (B5)</u></b>		
72	Samples of materials (B5.1) F:..... V:..... T:.....	Item
73	Workmanship samples (B5.2) F:..... V:..... T:.....	Item
74	Shop drawings (B5.3) F:..... V:..... T:.....	Item
<b><u>Temporary works and plant (B6)</u></b>		
75	Deposits and fees (B6.1) F:..... V:..... T:.....	Item

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R

f. 068

76	Enclosure of the works (B6.2) F:..... V:..... T:.....	Item
77	Advertising (B6.3) F:..... V:..... T:.....	Item
78	Plant, equipment, sheds and offices (B6.4) F:..... V:..... T:.....	Item
79	Main notice board (B6.5) F:..... V:..... T:.....	Item
80	Subcontractors notice board (B6.6) F:..... V:..... T:.....	Item
<b><u>Temporary services (B7)</u></b>		
81	Location (B7.1) F:..... V:..... T:.....	Item
82	Water (B7.2) F:..... V:..... T:.....	Item
83	Electricity (B7.3) F:..... V:..... T:.....	Item
84	Telecommunication equipment (B7.4) F:..... V:..... T:.....	Item
85	Ablution facilities (B7.5) F:..... V:..... T:.....	Item
<b><u>Prime cost amounts (B8)</u></b>		
86	Responsibility for prime cost amounts (B8.1) F:..... V:..... T:.....	Item

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**Attendance on N/S Subcontractors (B9)**

87 General attendance (B9.1)

F:..... V:..... T:.....

Item

88 Special attendance (B9.2)

F:..... V:..... T:.....

Item

89 Commissioning - Fuel, water and power (B9.3)

F:..... V:..... T:.....

Item

**Financial aspects (B10)**

Statutory taxes, duties and levies (B10.1)

F:..... V:..... T:.....

Item

90 Provision for Value Added Tax (VAT) is made in the Final Summary.

F:..... V:..... T:.....

Item

91 Payment of preliminaries (B10.2)

F:..... V:..... T:.....

Item

92 Adjustment of preliminaries (B10.3)

F:..... V:..... T:.....

Item

93 Payment certificate cash flow (B10.4)

F:..... V:..... T:.....

Item

94 Contractor information supply (B10.5)

F:..... V:..... T:.....

Item

**General (B11)**

95 Protection of works (B11.1)

F:..... V:..... T:.....

Item

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070

96	Protection/isolation of existing/sectionally occupied works (B11.2)	F:..... V:..... T:.....	Item
97	Site security (B11.3)	F:..... V:..... T:.....	Item
98	Notice before covering work (B11.4)	F:..... V:..... T:.....	Item
99	Disturbance (B11.5)	F:..... V:..... T:.....	Item
100	Works cleaning and clearing (B11.6)	F:..... V:..... T:.....	Item
101	Vermin (B11.7)	F:..... V:..... T:.....	Item
102	Overhand work (B11.8)	F:..... V:..... T:.....	Item
<b><u>Schedule of variables (B12)</u></b>			
103	Pre-tender information (B12.1)	F:..... V:..... T:.....	Item

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

12.1.1 Provisional bills of quantities (B2.2)  
The quantities are provisional: No

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12.1.2 Availability of construction documentation (B2.3)  
Construction documentation is complete

Yes

12.1.3 Interest of agents (B2.4)  
N/A

12.1.4 Defined works area (B3.1)

See site information

12.1.5 Geotechnical investigation (B3.2)

To obtain from the Project Architect

Geotechnical information will be made available to the successful bidder at the site handover meeting

12.1.6 Existing premises occupied (B3.4)

12.1.7 Services - known (B3.7)

Existing services and points of connection will be pointed out to the successful contractor by the principal agent

12.1.8 Protection of trees (B3.9)

12.1.9 Inspection of adjoining properties (B3.11)

12.1.10 Enclosure of the works (B6.2)

12.1.11 Offices (B6.4.3)

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

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12.1.12 Main notice board (B6.5)  
 The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m, all constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick all round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and and 12mm wide dividing lines, deep blue. All wording shall be inscribed in deep blue painted "sans serif" lettering

12.1.13 Subcontractors notice board (B6.6)  
 A notice board is required No

12.1.14 Water (B7.2)  
 Contractor to provide

12.1.15 Electricity (B7.3)  
 Contractor to provide

12.1.16 Telecommunications (B7.4)  
 Contractor to provide

12.1.17 Ablution facilities (B7.5)  
 Contractor to provide

12.1.18 Special attendance (B9.2)

12.1.19 Protection of the works (B11.1)

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

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12.1.21 Disturbance (B11.5)

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

104 Post tender information (B12.2)

F:..... V:..... T:.....

Item

12.2.1 Payment of preliminaries

Alternative selected: (B)

12.2.2 Adjustment of preliminaries

Alternative selected: (A)

12.2.3 Additional agreed preliminaries item  
N/A

**SECTION C: SPECIFIC PRELIMINARIES**

105 **PROPRIETARY BRANDED PRODUCTS**

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

F:..... V:..... T:.....

Item

106 **OVERTIME**

Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.

F:..... V:..... T:.....

Item

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107 **AS BUILT DRAWINGS**

The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records.

F:..... V:..... T:.....

Item

108 **SITE INSTRUCTIONS**

Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor

F:..... V:..... T:.....

Item

109 **LABOUR RECORD**

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

F:..... V:..... T:.....

Item

110 **PLANT RECORD**

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

F:..... V:..... T:.....

Item

111 **NON CESSION OF MONIES**

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

F:..... V:..... T:.....

Item

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0750

112 **BLACK ECONOMIC EMPOWERMENT**

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

F:..... V:..... T:.....

Item

113 **LOCAL LABOUR**

The contractor shall make use of local labour. It is desirable by the Employer that all unskilled labour be recruited from the local areas of the vicinity of the Works. The contractor will demonstrate his effort to fulfill compliance with this requirement

F:..... V:..... T:.....

Item

114 **LABOUR DESK**

The contractor shall establish a labour desk on site with a dedicated office of maximum 9m2 with and including a desk, 2 chairs and electricity. From the labour desk, the contractor will appoint a dedicated community liaison officer. The community liaison officer will be employed by and will report to the contractor, who will in turn forward such reports to the Principal Agent.

F:..... V:..... T:.....

Item

115 **SITE ACCOMMODATION.**

Provide 2 office facilities for Principal Agent Representative and one for Resident Clerk of Works ( to include desk, 2chairs and Electricity per office)  
Provide meeting Facility to accommodate 12 chairs  
Provide Ablution facilities for the above

F:..... V:..... T:.....

Item

116 **HEALTH AND SAFETY ACT (Act 85 of 1993)**

Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Health & Safety Act (Act 85 of 1993) (as amended) for the duration of the contract

Item

**Carried to Collection**

R

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**SESHEGO GOVERNMENT GARAGE PHASE 2  
FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

076

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

**BILL NO. 2**

**COVID-19 HEALTH & SAFETY COMPLIANCE**

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0.77

**PREAMBLES**

All prices/rates to be net, excluding Value Added Tax

**SUPPLEMENTARY PREAMBLES**

**Disaster Management Act: Regulations: Alert during Corona virus COVID-19 lock down**

i) The following is an extraction from the original gazetted Alert regulations. Amendments as gazetted in Gazette are indicated as follows - changes. Amendments as gazetted as follows - changes as detailed in the website indicated hereunder <https://www.gov.za/Coronavirus>

**Surgical Mask - Patient**

**Mask, face, aseptic: Fluid Resistant, Moulded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type I, with ear loops or tie on**

WHO standards / description

126 • EN 14683 any type including Type I  
• ASTM F2100 minimum level 1 or equivalent  
= (Box of 50 pieces) price per mask No

**Surgical Mask - Health Care Worker**

**Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type II or higher, with ear loops or tie on**

WHO standards / description

127 • EU MDD Directive 93/42/EEC Category III or equivalent • EN 14683 Type II, IR, IIIR  
• ASTM F2100 minimum level 1 or equivalent (*Only Health departments may procure this item*)  
= (Box of 50 pieces) price per mask No

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**Mask Respirator**

**N95 or FFP2 - Mask Respirator / Dust Mask, or higher. Good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped)**

WHO standards / description

- 128
- Minimum "N95" respirator according to FDA Class II, under 21 CFR 878.4040, and CDC NIOSH, or
  - Minimum "FFP2 according to EN 149, EU PPE
  - Regulation 2016/425 Category III, or equivalent  
= (Box of 10 pieces) price per mask
- No

**Apron**

**Straight apron with bib, Fabric: 100% polyester with PVC coating, or 100% PVC, or 100% rubber, or other fluid resistant coated material.**

**Waterproof, sewn strap for neck and back fastening. Minimum basis weight: 300 g/m2, Covering size: 70 - 90 cm (width) x 120 - 150 cm (height). Reusable (provided appropriate arrangements for decontamination are in place)**

WHO standards / description

- 129
- EN ISO 13688
  - EN 14126-B and partial protection (EN 13034 or EN 14605)
  - EN 343 for water and breathability or equivalent  
= (Box of 100 pieces) price per apron
- No

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**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

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**Eye Protection**

**Goggles**

Good seal with the skin of the face, flexible PVC frame to easily fit with all face contours with even pressure, enclose eyes and the surrounding areas, accommodate wearers with prescription glasses, clear plastic lens with fog and scratch resistant treatments, adjustable band to secure firmly so as not to become loose during clinical activity, indirect venting to avoid fogging. May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.

WHO standards / description

- 130
- EU PPE Regulation 2016/425
  - EN 166
  - ANSI/ISEA Z87.1 or equivalent  
= Each

No

**Visor / Face Shield**

Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snugly against the forehead, fog resistant (preferable). Completely cover the sides and length of the face. May be reusable (made of robust material which can be cleaned and disinfected) or disposable.

WHO standards / description

- 131
- EU PPE Regulation 2016/425
  - EN 166
  - ANSI/ISEA Z87.1 or equivalent  
= Each

No

**Gowns**

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Isolation gown  
Protective 3- layers of spunbond meltblown spunbound fabric (Top layer of spunbound polypropylene, a middle layer of meltdown polypropylene and a bottom layer of meltdown polypropylene for light fluid contact and contact isolation, elastic cuff, Tape-tab neck closure, Tie waist, Non Sterile Dimensions: Large Length: (from shoulder to hem) 116cm Sleeve length: (from shoulder to wrist) 56cm Belt length: 167cm; Belt Width: 5cm; Belt place: (neck to top of belt) 38cm

WHO standards / description

- 132
- EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC
  - FDA Class I or II medical device, or equivalent
  - EN 13795 any performance level, or
  - AAMI PB70 all levels acceptable, or equivalent
- = Each

No

Gown, surgical, non-woven polypropylene body+- 54g/m sleeves +- .66g/m. Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint free, non flammable. Bacteria barrier efficiency, to comply with SANS 53795. Compliance certificate to be submitted, Sterile, individual double peel packed

WHO standards / description

- 133
- EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC
  - FDA Class I or II medical device, or equivalent
  - EN 13795 any performance level, or
  - AAMI PB70 all levels acceptable, or equivalent
- (Only Health departments may procure this item)*
- = Each

No

Coveralls

Protective cover bodysuits, disposable MEDIUM, LARGE, X-LARGE, XX-LARGE, 3X LARGE

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WHO standards / description

134 Tunic/tops, woven, scrubs, reusable or single use, short sleeved (tunic/tops), worn underneath the coveralls or gown. Trouser/pants, woven, scrubs, reusable or single use, worn underneath the coveralls or gown  
= Each per coveralls No

135 • EU PPE Regulation 2016/425  
• EN 166  
• ANSI/ISEA Z87.1 or equivalent  
= Each No

**Provision for Personal Protective Equipment & Protective Clothing:**

136 vii) Face Mask for COVID-19 (respiratory protection (as required) for approximately 70 people x 24 months No

137 viii) Surgical Gloves (for security and cleaning team) weekly for approximately 70 people x 24 months No

**Costs of medical certificate and Medical Surveillance**

**Examination Gloves, non-sterile**

**Gloves, examination, nitrile, powder-free, non-sterile, single-use Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.**

WHO standards / description

138 • EU MDD Directive 93/42/EEC Category III  
• EU PPE Regulation 2016/425 Category III  
• EN 455  
• EN 374  
• ANSI/ISEA 105,  
• ASTM D6319, or equivalent  
= Box of 100 pieces/ per single glove No

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**Gloves, examination or surgical, sterile**

**Gloves - surgical or examination - nitrile, powder free, sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to midforearm. Sizes: small, medium, large.**

WHO standards / description

139 • EU MDD Directive 93/42/EEC Category III,  
• EU PPE Regulation 2016/425 Category III,  
• EN 455,  
• ANSI/ISEA 105,  
• ASTM D6319 or equivalent  
(Only Health departments may procure this item)  
= Box of 100 pieces/ per single glove No

140 ii) Exit examinations No

141 Re- Induction Training for COVID-19 Item

**Digital Thermometer**

142 Digital Body Thermometer INFRARED NON CONTACT No

**Sanitisers and Disinfectants**

143 Sanitizer, with not less than 70% alcohol must comply to WHO-recommended handrub formulations 1

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**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

**Bio-Hazard bags**

**Bright red colour PP bags are easy to open and are used to dispose used Micro tips, Tubes and other plastic products.**

144 Disposal bag for bio-hazardous waste, 30 x 50cm, with "Bio Hazard" print, autoclavable polypropylene. 50 or 70 micron thickness No

**Fixed-Charge items**

145 Contractual requirements Item

146 Other fixed-charge obligations for COVID-19 Hand Sanitiser - 500ml No

147 Cleaning and detergents for cleaning everyday No

148 Daily Logbook for above No

149 Waste management for COVID-19 Waste Bins Item

150 Transport to Construction Site Item

**Safety for COVID-19**

Maintenance of a register for workers contacts

151 Removal of Site establishment on completion Item

152 Contractual requirements Item

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**SESHEGO GOVERNMENT GARAGE PHASE 2  
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**SECTION No. 2**

**BILL No. 1**

**FLOOR COVERINGS, WALL LININGS, ETC.**

**PREAMBLES**

For Preambles see "Model Preambles For Trades"

All materials shall be in colours to be selected by the Representative/Agent and, where applicable, laid to approved patterns

**FLOOR COVERINGS**

**Epoxy flooring including self leveling colour gloss and skirting**

1	On floors	m2	3 321	
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Bill No. 1

Floor Coverings, Wall Linings, etc.

**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

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Item  
No

Quantity

Rate

Amount

SECTION NO.3

BILL NO.2

ELECTRICAL INSTALLATION

BUDGETARY ALLOWANCES

1 Provide the sum of R 250 000.00(Two Hundred fifty  
Thousand Rand) for the Repairs of high mast lighting

Item

250 000.00

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Section No. 2

Bill No. 2

Electrical Installation

**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**



SECTION SUMMARY - BUILDING WORK

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- 1 Floor Coverings, Wall Linings, etc.
- 2 Electrical Installation

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Item No	SECTION No. 3BILL No. 1	Quantity	Rate	Amount
	<u>GENERAL SITEWORKS</u>			
	<u>SITE CLEARANCE</u>			
	<u>Site Clearance, etc</u>			
1	Digging up and removing rubbish, debris and trees n.e 200mm girth, bush,etc	m2	28 974	
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Section No. 3 Bill No. 1 General Siteworks <b>SESHEGO GOVERNMENT GARAGE PHASE 2 FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY</b>				

Item  
No

Quantity

Rate

Amount

**SECTION No. 3BILL No. 2**

**ROADS AND PARKING**

**PREAMBLES**

For Preambles see "Model Preambles For Trades"

**EXCAVATION, FILLING, ETC OTHER THAN BULK**

**Excavation**

1	Open face excavation in earth to reduce levels	m3	4 346	
2	Extra over all excavations for carting away surplus material from excavations and/or from stockpiles on site to a dumping site to be located by the Contractor	m3	4 346	
3	Extra over open face excavations in earth for excavations in soft rock	m3	235	
4	Extra over open face excavations in earth for excavations in hard rock	m3	218	
5	Allow for keeping all excavations entirely free from water and mud			Item

**Filling, etc.**

6	Rip and compact	m2	28 974	
7	Imported natural gravel material (minimum G5/6 material to TRH14) supplied by the Contractor and brought onto site from commercial sources in filling under paving, etc compacted in layers not exceeding 150mm thick to 90% modified AASHTO density	m3	4 346	
8	Compaction of ground surface under pavings, etc. including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compact to 93% modified AASHTO density	m2	28 974	

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 Roads and Parking  
**SESHEGO GOVERNMENT GARAGE PHASE 2  
 FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

9	50mm Thick clean, dry, riversand layer treated with an approved weed killer at the rate of 50 grams per square metre, spread and levelled to receive paving blocks (elsewhere)	m2	28 974
<b>Tests</b>			
10	Tests to determine the degree of compaction, etc. of ground or filling	No	20
<b>PRECAST CONCRETE</b>			
11	80mm Interlocking concrete paving blocks in accordance with SABS Specification 1058 and laid to falls on sand layer (elsewhere) with joints filled in with sand and vibrated, including all straight cutting	m2	28 974
12	Mountable kerbing to SABS 927 Fig. 3 in 1m lengths with 10mm wide butt joints filled in with (1:3) cement/sand mortar and pointed with grooved half round joints and 10mm wide open butt joints at 3m centres including 15MPa/19mm mass concrete bedding size 30mm thick x 400mm wide and 20MPa/19mm mass concrete hunching size 112.5mm long x 112.5mm high x 85mm thick at joints and backfilling at back of kerbs, topsoiled and levelled to adjacent surfaces	m	450

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 Roads and Parking  
**SESHEGO GOVERNMENT GARAGE PHASE 2**  
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Roads and Parking

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Roads and Parking

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**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

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Item  
No

Quantity

Rate

Amount

**SECTION No. 3BILL No. 3**

**FENCING AND GATES**

**SUPPLEMENTARY PREAMBLES**

For Preambles see "Supplementary Model Preambles  
For Trades"

**Gates**

- 1 Galvanised mild steel sliding gate size 6,000mm wide x  
3,000mm high overall comprising 2mm thick x 76mm  
wide x 50mm hollow section frame and running on 50 x  
50 x 2mm thick angle section track embedded into and  
including 400mm wide x 600mm deep 25Mpa concrete  
ground beam and excavations for the same, filling,  
carting away of excess excavated material,etc

No

2

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Fencing and gates

**SESHEGO GOVERNMENT GARAGE PHASE 2**

**FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY**

SECTION SUMMARY - EXTERNAL WORKS

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- 1 General Siteworks
- 2 Roads and Parking
- 3 Fencing and gates

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1	PRELIMINARIES	32	
2	BUILDING WORK	35	
3	EXTERNAL WORKS	41	
	Sub-total		R
	<u>Contingencies</u>		
	Allow an Amount of R300 000(Three Hundred Thousand) for contingencies to be used as directed by the Project Manager and to be deducted in full if not used.	Item	
	Sub-total		R
	<u>Value Added Tax</u>		
	Allow for Value Added Tax (15%)		R
	<b>CARRIED TO FORM OF TENDER</b>		R
	<b>SESHEGO GOVERNMENT GARAGE PHASE 2 FOR DEPARTMENT OF TRANSPORT AND COMMUNITY SAFETY</b>		



APPOINTMENT OF A CONTRACTOR FOR MAINTANANCE SESHEGO GOVERNMENT GARAGE PHASE 2 IN THE CAPRICORN DISTRICT THROUGH THE OPEN TENDER

Contract No. LDPWRI-B/20444



LIMPOPO  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
PUBLIC WORKS, ROADS & INFRASTRUCTURE

## PART C3 NOTES TO BIDDERS



## PART C3.1: SPECIAL NOTES TO BIDDERS

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

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



## **PART C3.2: THE EXPANDED PUBLIC WORKS PROGRAMME – SCOPE OF WORKS**

### **1. Employers objective**

The employer's objectives are to deliver public infrastructure using labour intensive methods in accordance with EPWP Guidelines

### **2. Use of local Workers for LI designated activities**

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of this Scope of Work.

### **3. Competencies of LI Management and Supervisory staff**

Contractors shall engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/Supervisors at NQF "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 4 "Manage labour-intensive Construction Processes" or equivalent QCTO qualifications.

### **4. Ministerial Determination**

[https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.gov.za/documents/basic-conditions-employment-act-ministerial-determination-4-expanded-public-works&ved=2ahUKEwiTp6LK\\_PyMAxUJW0EAHd0TNccQFnoECBUQAQ&usq=AOvVaw2d9VV2sIntKoPnAhyMziqS](https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.gov.za/documents/basic-conditions-employment-act-ministerial-determination-4-expanded-public-works&ved=2ahUKEwiTp6LK_PyMAxUJW0EAHd0TNccQFnoECBUQAQ&usq=AOvVaw2d9VV2sIntKoPnAhyMziqS)

### **5. Provision of Hand tools**

The Contractor shall provide his labour force with hand tools of adequate quality, sufficient in numbers and make the necessary provisions to maintain the tools in good and safe working conditions

### **6. Wage Dispute (Contractor default to pay participants)**

Any dispute between the Contractor and EPWP Workers, regarding delayed payment or default in payment of fair wages, if not resolved immediately may compel the Employer to intervene.

The Employer may, upon the Contractor defaulting payment, pay the moneys due to the workers not honoured in time, out of any moneys due or which may become due to the Contractor under the Contract.

## **7. Reporting requirement of Contractor**

The Contractor should submit the following at the beginning of the Contract:

- (a) Contracts of all the workers employed on the contracts including their certified identity documents;
- (b) Proof of Registration for COIDA and UIF;
- (c) OHS Files

The Contractor shall submit monthly returns/reports as specified below:

- (a) Signed Muster rolls/pay sheets of temporary workers and permanent staff detailing the number, category, gender, rate of pay and daily attendance.
- (b) Copies of certified identity documents of workers
- (c) Number of persons who have attended training including nature and duration of training provided
- (d) Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M&E framework
- (e) Plant utilization returns
- (f) Progress report detailing production output compared to the programme of works

## **PART C3.3: THE EXPANDED PUBLIC WORKS PROGRAMME – PARTICULAR SPECIFICATION**

### **1. EPWP Special Project Specification**

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

### **2. Requirement for Sourcing and engagement of Labour**

Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

The minimum rate of pay set for the EPWP is **R 126.64** per task or per day.

Tasks established by the contractor must be such that:

- (a) the average worker completes 5 tasks per week in 40 hours or less; and
- (b) the weakest worker completes 5 tasks per week in 55 hours or less.
- (c) The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3 of the EPWP Infrastructure Guidelines.

The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income.
- d) those who are not in receipt of any social security pension income

### **3. Employment demographics**

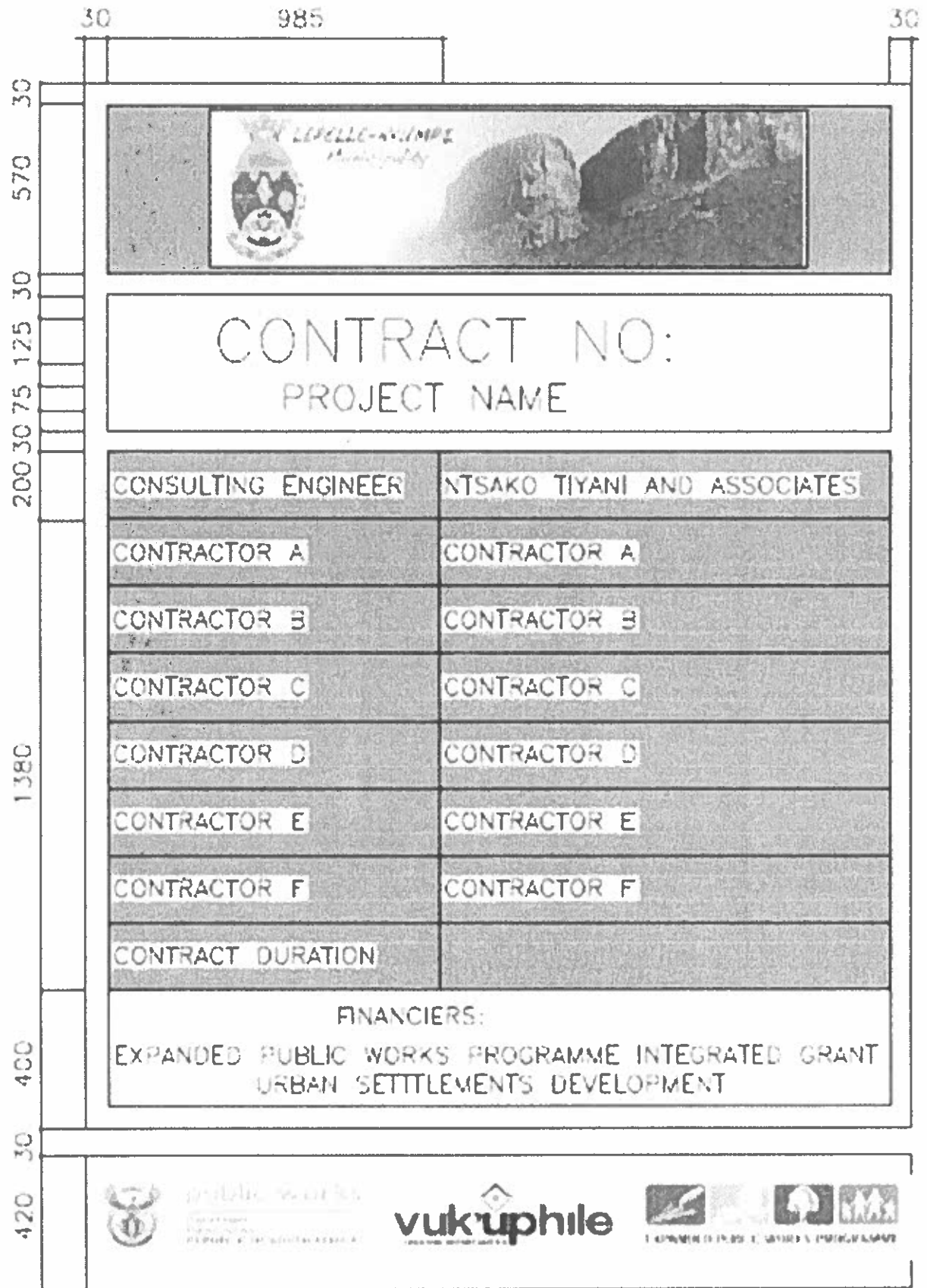
The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 55% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

### **4. SANS 1914-5**

[https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.gov.za/sites/default/files/gcis\\_document/201409/25656a0.pdf&ved=2ahUKEwjA29Lj\\_PyMAxWDZ0EAHfgSBdUQFnoECAkQAQ&usg=AOvVaw3RoDVBbrwtN7Tffo0fngTbQ](https://www.google.com/url?sa=t&source=web&rct=j&opi=89978449&url=https://www.gov.za/sites/default/files/gcis_document/201409/25656a0.pdf&ved=2ahUKEwjA29Lj_PyMAxWDZ0EAHfgSBdUQFnoECAkQAQ&usg=AOvVaw3RoDVBbrwtN7Tffo0fngTbQ)

5. Sample Project Nameboard



## 6. CONSTRUCTION METHODS

### Labour Intensive Specification in the Guidelines pertaining to "Earth works": GENERIC LABOUR-INTENSIVE SPECIFICATION

The Generic Labour-intensive specification below is the same as SANS 1921-5,

Construction and management requirement for works contracts- Part 5: Earth works activities which are to be performed by hand and should be included in the scope of works without amendment or modification as set out below.

#### SCOPE

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) Trenches having a depth of less than 1.5 metres
- b) Storm water drainage

#### PRECEDENCE

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

#### HAND EXCAVATEABLE MATERIAL

Hand excavatable material is material:

- a) Granular materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) Cohesive materials:
  - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
  - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumbnail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumbnail with difficulty; slight indentation produced by blow of a geological pick point.



### **Trench excavation**

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

### **Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

### **Excavation**

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

### **Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

### **Shaping**

All shaping shall be undertaken by hand.

### **Loading**

All loading shall be done by hand, regardless of the method of haulage.

### **Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.