

#### DEPARTMENT OF

# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**BID NUMBER: LDPWRI-B/20581** 

APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF UPGRADING OF SANITATION RETICULATION AT SEKUTUPU OLD AGE HOME IN CAPRICORN DISTRICT.

for

LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT (LDSD),

# LIMPOPO PROVINCE - FOR A PERIOD OF 04 MONTHS.

# **CIDB GRADING 3CE OR HIGHER**

#### Issued by:

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

**Contact Person: General Queries** Name : Mr NJ Motsopye, Tel No.

: 015 284 7126 Email : motsopyen@dpw.limpopo.gov.za

**Technical: Technical Queries** Name : Ms Sikhosana N Tel No.

: 015 284 7620 Email : sikhosanan@dpw.limpopo.gov.za

Name of the Bidder :....

## **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

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# **PART T1: TENDERING PROCEDURE**

2 - 003



#### DEPARTMENT OF

# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

# **T1.1 Tender Notice and Invitation to Tender**

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF UPGRADING OF SANITATION RETUCULATION AT SEKUTUPU OLD AGE HOME IN CAPRICORN DISTRICT FOR LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT (LDSD) for a period of 4 months. It is estimated that tenderers must have a CIDB contractor grading designation of 3 CE or higher.

The conditions of the CIDB Standard for for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190 of 25 February 2013 will not be applicable on this project

Desired Mari	12.			
Project Name	APPOINTMENT OF A CONTRACTOR FOR THE COMPLETION OF UPGRADING			
	OF SANITATION RETICULATION AT SEKUTUPU OLD AGE HOME IN			
İ	CAPRICORN DISTRICT FOR LIMPOPO DEPARTMENT OF SOCIAL			
Total - March	DEVELOPMENT (LDS	SD) for a period of 4 months		
Tender Number	LDPWRI- B/20581			
Tender documents	Tender documents a	vailable on www.etenders.gov.za, CIDB website and		
availability	<u>  www.dpw.limpopo.gc</u>	ov.za		
Address for submission	DEPARTMENT OF P	JBLIC WORKS, ROADS & INFRASTRUCTURE.		
of tenders	Physical address: Cor	ner River and Blaauwberg Streets, Ladanna, 0699.		
Closing date of the	25			
tender	08/12/2025			
Closing time of the	11H00			
tender	TINUU			
Price of the tender	Tender documents as	vailable on online		
document				
Compulsory briefing	Yes ⊠ N	No 🗆		
meeting (Tenderers must	A4			
sign the attendance register	Meeting venue	Sekutupu Old Age Home (Former Groothoek		
in the name of the tendering		Hospital)		
entity. Addenda (if any) will	D-1-	Coordinates: 24.312655*S, 29.335557*E		
be issued only to those tendering entities appearing	Date	25/11/2025		
on the attendance register)	Time:	11H00		
Enquiries	General:			
Liidaiitea		stands a MII		
		otsopye NJ		
		84 7219 / 015 284 7421		
•	Email : motso	pyenj@dpw.limpopo.gov.za		
	Technical:			
	Name Mrs Siki	La company		
	. 14110. 011(	hosana AN		
	Tel No. : 015 284 7620			
į	Email : sikhosar	nan@dpw.limpopo.gov.za		
Evaluation criteria	A =0 11 110			
Evaluation criteria	Eligibility and A	Administrative compliance		
	2. Functionality			
	<ol><li>Price and Spec</li></ol>	citic goals		



# T1.2 Tender Data

Clause number	Tender Data						
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.						
	The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.						
	The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:						
C.1.1	The Employer is the Department of Public Works, Roads and Infrastructure						

C.1.2 The Tender Part T1: Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules The Contract Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Joint Venture Agreement (If Applicable) The Contract Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of Quantities Part 3: Scope of work C3.1 Scope of works Part 4: Site information C4 Drawings C.1.4 The employer's representative is: General: Name : Mr Motsopye NJ Tel No. : 015 284 7219 / 015 284 7421 Email : motsopyenj@dpw.limpopo.gov.za Technical: Name : Mrs. Sikhosana AN Tel No. : 015 284 7620 Email : sikhosanan@dpw.limpopo.gov.za However, all communications related to this bid should be directed to the persons indicated under Enquires on this tender document. Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents. C.1.5 The employer reserve to cancel the tender prior to the award of the tender.

# C.2.1 Eligibility Eligibility Criteria (Mandatory Requirements) 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: 1. The tenderer: a) 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 b) 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; Attach company registration documents. 2. The tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za). 3. Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 3 CE or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated. C2.2 Cost of tendering The tenderer accepts 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. Compulsory site briefing C.2.7 There will be compulsory briefing meeting. Failure to attend the site briefing will result in the bidders not being considered for the project Tenderers must sign the attendance list in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance list. C.2.11 Alterations to the documents Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations C.2.12 Alternative tender offer No alternative tender offer is permitted in this tender. C.2.13.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

C.2.13.5	The sealed original tender must be submitted to the employer by no later than the closing date and time.
	Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.
C.2.13.9	The employer will not accept telephonic, telegraphic, telex, facsimile or e-mailed tender offers. Failure to meet this requirement will lead to disqualification during the evaluation for compliance with administration of the tender.
	The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line though it and writing the correct information above it. Tenderer should sign next to the correction. Use of correction fluid is prohibited and bidders shall automatically be disqualified. In addition, submission of copy of copy is prohibited and will lead to disqualification.
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16	The tender offer validity period is 120 days
	The employer may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.
C.3.1	The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:
	<ul> <li>Enterprises owned by People with Disabilities Attach: Disability certificate issued by health professionals</li> <li>Enterprises owned by Women Attach: Central Supplier Database (CSD)</li> <li>Small, Medium and Micro Enterprises Attach: Central Supplier Database (CSD)</li> <li>Enterprises owned by Youth. Attach: Central Supplier Database (CSD)</li> <li>Enterprises located in Limpopo Province Attach: Municipality utility bill or Lease agreement or Proof of residence from Tribal Authority/Municipality council (N.B.: a) The physical address given in SBD 1 will be used, and it should be consistent or the same as the preferred address in the Central Supplier Database Report b) A letter from a Traditional Authority or Municipal bill must not be older than three (3) months; c) The Lease Agreement must be submitted together with Lessor's Municipal Account or Letter from Traditional Authority</li> </ul>
	CIDB Grading Certificate
	Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.
	Letter of Good Standing
	Tenderer's are required to submit, bound with the tender submission, a letter of good standing from the compensation commissioner indicating that the bidder is in good standing.
C.3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C.3.4	Tenders will <b>not</b> be opened immediately after the closing time for tenders.

## C.3.11 The tenderers will be evaluated in four stages

Stage 1: Eligibility criteria

Eligibility: The tendering entity must satisfy all the requirements stated in C.2.1 above.

**Administrative compliance:** Fully returnable documents detailed under list of returnable documents as outlined in Section T2.1

**Stage 2:** Functionality: 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 **70** for functionality in order to proceed to the next phase of evaluation.

CRITERIA	DESCRIPTION	POINTS
Current workload of projects with Public Works Roads and Infrastructure	<ul> <li>Current value is equal or greater than twice the maximum value of the required CIDB</li> <li>Current value is greater than the maximum value of the required CIDB grade but less than twice the maximum value</li> <li>Current value is within the required CIDB threshold</li> <li>Current value is less than the minimum value of the required CIDB grade</li> </ul>	15
Profile of key staff	Qualification and relevant experience of all key staff proposed to be involved in the project execution	30
Experience in Completed projects must be classified as Civil similar projects Engineering in terms of CIDB		25
Proposal and Project proposal/method statement, schedule and cash flow projections		20
Safety, Health and Environmental plan	Plan addressing safety, health and environmental aspect of the project	10
	Maximum Possible Points	100

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.

#### Stage 3: Specific goals

The tenderer is required to indicate how they claim points for each preference point system and attached relevant supporting documents as outlined above C.3.1

#### Stage 4: Price

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

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

a) N<sub>FO</sub> is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:

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

Where:

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

P is the points awarded to the bid under consideration

 $P_m$  is the lowest Comparative bid price

 $P_{o}$  is the comparative price under consideration

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

#### **Special Conditions for Bidders**

The following conditions form part of this tender:

- LDPWRI reserve the right to call interviews with short-listed bidders before final selection. This may be done during this tender and/or during implementation of the framework agreement.
- 2. LDPWRI reserve the right to conduct supplier due diligence prior to final award or at any time during the implementation of the framework agreements.
- 3. LDPWRI reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 4. LDPWRI reserve the right to cancel or withdraw this bid if:
  - a) Due to changed circumstances, there is no longer a need for these services; or
  - b) Funds are no longer available to cover the total envisaged expenditure; or
  - c) No acceptable bids are received; or
  - d) There is a material irregularity in the Bid process.
- 5. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 6. Any completion of the bid document in pencil or erasable ink or typed will not be acceptable and will automatically disqualify the submitted bid.
- 7. Bids received after the closing date and time will not be accepted for consideration.
- 8. 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.
- 9. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.



# **PART T2: RETURNABLE DOCUMENTS**



#### **T2.1: LIST OF RETURNABLE DOCUMENTS**

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

a) The following forms, certificates and schedule are required for Bid Evaluation Stage 1 for bid responsiveness.

#### i) Mandatory requirements

- 2.1.1 Form of Offer must be fully completed and signed)
- 2.1.2 Bills of Quantities (the carried to final summary amounts in the Bill of Quantities should match amounts in the final summary page)
- 2.1.3 Certificate of Authority must be fully completed and signed
- 2.1.4 Compulsory declaration must be fully completed and signed
- 2.1.5 SBD 4: Bidders disclosure must be fully completed and signed
- 2.1.6 JV Agreement (if applicable) must be fully completed and signed

#### ii) Non-mandatory requirements

- 2.1.7 Record of Addenda to tender documents (if applicable) must be fully completed and signed
- 2.1.8 Proposed amendments and qualifications must be fully completed and signed
- 2.1.9 SBD 3.1: Firm prices must be fully completed
- 2.1.10 CIDB grading certificate (Valid CIDB Certificate)
- 2.1.11 SBD1: Invitation to tender must be fully completed and signed
- 2.1.12 Submit full CSD report
- 2.1.13 COIDA
- 2.1.14 SBD 6.1 (Failure on the part of a tenderer to claim and submit proof or documentation required in terms of this tender to claim points for specific goals with tender, will be interpreted to mean that preference points for specific goals are not claimed)

SPECIFIC GOALS	REQUIRED ATTACHMENT
Enterprises owned by People with Disabilities	Disability certificate issued by health professionals
Enterprises owned by Women	Central Supplier Database (CSD)
Small, Medium and Micro Enterprises (SMMEs)	Central Supplier Database (CSD)
Enterprises owned by Youth	Central Supplier Database (CSD)
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Enterprises located in Limpopo Province	Municipality utility bill or Lease Agreement or Proof of residence from Tribal Authority/ Municipality Council.  N.B.: a) The physical address given in SBD 1 will be used, and it should be consistent or the same as the preferred address in the Central Supplier Database
	Report b) A letter from a Traditional Authority or Municipal bill must not be older than three (3) months; c) The Lease Agreement must be submitted together with Lessor's Municipal Account or Letter from Traditional Authority

The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line though it and writing the correct information above it. Tenderer to initial next to the correction. Use of correction fluid is prohibited, and bidders shall automatically be disqualified. In addition, submission of copy of copy is prohibited and will lead to disqualification.

Failure to comply with 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5 and 2.1.6 (if applicable) will be considered non-responsive, and the bidder will automatically be disqualified.

The bidder should also not appear on the National Treasury's list of blacklisted entities.

- b) The following returnable documents are required for tender evaluation purposes (i.e. awarding of scoring functionality points but not for disqualification)
- i) Details of the completed projects to be filled in Table 3. Appointment letters and completion certificates in the letterhead of the client, stamped and signed should be attached.
- ii) Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils. Use of key personnel not employed by the service provider may lead to disqualification during award of the tender as the department reserve the right to confirm this before awarding of the tender.
- iii) Certified copies (not older than 6 months) of all qualifications and professional registrations.
- iv) Project proposal/Method statement
- v) Certified copy of the company's directors' identity documents (not older than 6 months). No copy of a certified copy will be accepted.
- vi) Safety, Health and Environmental plan



# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

# T 2.2: RETURNABLE SCHEDULE CHECKLIST

	Document Name	Retur	
1.	SBD 1. Invitation to Tender	□Yes	□ No
2.	Compulsory declaration	□Yes	□ No
3.	Certificate of authority	□Yes	□ No
4.	Record of Addenda to tender documents	□Yes	□ No
5.	Proposed amendments and qualifications	□Yes	□ No
6.	SBD 3.1 Firm prices	□Yes	□ No
7.	SBD 4 Bidders disclosure	□Yes	□ No
8.	Joint venture agreement (if applicable)	□Yes	□ No
9.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	□Yes	□ No
10.	Fully completed Form of Offer	□Yes	□ No
11.	Priced Bills of Quantities	□Yes	□ No
12.	Proof of CIDB grading: 3CE or higher.	□Yes	□ No
13.	Full CSD Report	□Yes	□ No
14.	COIDA	□Yes	□ No



#### DEPARTMENT OF

## **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### **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	
Occion 1, Enterprise Details	
Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no:	
Physical address:	
Postal address:	
Section 2: Particulars of co	mpanies and close corporations
Company / Close Corpor number	ation registration
Section 3: SARS Informatio	n ·
Tax reference number	
VAT registration number:	
Section 4: CIDB registration	number: N/A
Section 5: National Treasury	Central Supplier Database
	nique
registration reference numb	er
Section 6: Particulars of Prince	cipals
	on who is a partner in a partnership, a sole proprietor, a director of a company
	npanies 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).

	ncipal	Identity number		Personal tax reference number	
Attach separate page if ne	ecessary				
ection 7: Record in the	service of the	state		2.4933	_
dicate by marking the release of the control of the service of	evant boxes wit	h a cross, if any princ wing:	ipal is currently	or has been within	the la
a member of any provi a member of the National Council of Pro a member of the boar municipal entity an official of any mun entity	onal Assembly of ovince of directors of directors of directors of the original original original original original original original original original origina	or the within the Managem of any a member or provincing an en legislature	e meaning of ent Act of 1999 ( of an accounting ial public entity nployee of Par	constitutional institute Public Fire Act No. 1 of 1999) authority of any national imment or a proving the constitution of the	nance ationa
	Name of institution, public office, board or organ of state and position held		Status of service (tick appropriate column)		
Name of principal			Current	Within last 1	
	cessary				

# 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

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:

 $\Box$ 

- □ 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	

<sup>\*</sup>insert separate page if necessary

#### 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 – failure to tick rend	ders form	incomplete)
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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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>)
- ii) neither the tendering entity of 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	
g		
Name	Position	
Enterprise		
	***************************************	



# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### **Certificate of Authority**

Company

В

Partnership

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.

D

Sole Proprietor

Close Corporation

C Joint Venture

A Cortificate for son							
A. Certificate for con	•	chairperson	of the	board	of	directors	s of
	•	•				tached) ta	aken on
20,		acting		in	the		capacity
of		_		nents in conn	ection wit	th this ten	der and
any contract resulting f							
As witness							
1		Chairman					
2		Date					
B. Certificate of part We, the undersigned, t	•	s in the business tra	ding as				
hereby authorise	Mr/Mrs	,		., acting	in	the	capacity
of	to si	gn all documents	s in connec	tion with th	ie tende	r for C	ontract
		an	d any contract	resulting from	n it on ou	ır behalf.	
NAME	ADDRESS	SIGNATU	JRE	DATE			
		-					
		<u> </u>					

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

C. Certificate for Joint Venture	•				
We, the undersigned, are	submitting this	tender offer	in	Joint	Venture
and hereby author	orize Mr/Mrs		., authorized	l signatory	of the
company , acting in the capac	ity of lead partne	r, to sign	all documen	ntsin c	onnection
with the tender offer for Contr	act	and any	other contract	ct resulting fi	om it on
our behalf.					
This authorization is evidenced by of all the partners to the Joint Ve		r of attorney sign	ed by legally a	authorized sig	natories
NAME OF FIRM	ADDRESS		AUTHORISIN NAME & CAF		TURE,
				<del>-</del>	
			_		
D. Certificate for sole propriet	or				
l,	hereby	confirm that I a	am the sole of	wner of the	business
trading as		*********			
As Witness:					
1					
I		Signature: S	ole owner		
		oignature. o	OIC OWITCI		
2		Date		•	
E. Certificate for Close Corpo	eration				
We, the undersigned, being the	e key members in th	e business trad	ing as		
hereby authorize Mr/Mrs		acting in capa	acity of		to
sign all documents in connecti	on with the tender	for Contract		and an	y contract
resulting from it on our behalf					
NAME ADE	DRESS	SIGNATURE	DA	TE	
				<u> </u>	
NOTE: This certificate is to be complete	ed and signed by all the ke	y members upon wh	om rests the direct	tion of the affairs	of the Close

20



# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

# **Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:			
	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
Attach	n additional pages if more s	pace is required.	
Signe	d	Date	
Name		Position	
Tende	erer		



#### DEPARTMENT OF

# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

# Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal
Signed		Date
Name		Position
Tenderer		And 1977 - 1977



#### DEPARTMENT OF

# **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### SBD 1

# **PART A: INVITATION TO BID**

YOU ARE HERE INFRASTRUCTU	BY INVITED TO B	ID FOR REQUIREM	ENTS OF	THE LIMPO	PO DEPARTMEN	T OF PU	BLIC WORKS	, ROAL	DS AND
BID NUMBER:	LDPWRI-B/20581		CLOSING	DATE	08/12/2025	CLOSI	NG TIME:	111	H00
DESCRIPTION BID RESPONSE	HOME	OF UPGRADING BE DEPOSITED IN THE	OF SANI	TATION R	ETICULATION	AT SE	KUTUPU OI	_D AG	E
		ORKS, ROADS &							
Physical addre	ess: Corner River	and Blaauwberg S	Streets, La	adanna, 06					
BIDDING PROCE	EDURE ENQUIRIES	MAY BE DIRECTED 1	ГО						
CONTACT PERS	ON	Mr. NJ Motsopye							
TELEPHONE NU	MBER	0152847126	E-MAIL A	DDRESS		motsop	yen@dpw.limp	opo.gov	ı.za
CONTACT PERS	ON (TECHNICAL)	Mrs Sikhosana A.N.							
TELEPHONE NU		015-284 7620	E-MAIL A	DDRESS		sikhosa	anan@dpw.lim	popo.gov	v.za
SUPPLIER INFO			Total Bar		amerikan dan dari	-Vitte			
NAME OF BIDDE									
POSTAL ADDRES									
STREET ADDRES	SS		T						
TELEPHONE NU	MBER	CODE			NUMBER				
CELLPHONE NUI	MBER				· · · · · · · · · · · · · · · · · · ·				
E-MAIL ADDRESS	<u>s</u>								
VAT REGISTRAT									
SUPPLIER COMF	PLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO	o: MAA	<b>A</b> A		
ADE VOLLTUE	ACCREDITED						702 T		
REPRESENTA SOUTH AFRIC		Yes	□No	BASED S	U A FOREIGN SUPPLIER FOR <b>/SERVICES /W</b>		Yes		□No
	VICES /WORKS	[IF YES ENCLOSE	PROOF]	OFFERE		OINING	(IF YES, ANS QUESTIONN		
QUESTIONNAIRE	TO BIDDING FORE	IGN SUPPLIERS		STATE OF	SOUTH AND AND		QPU		
IS THE ENTITY A	RESIDENT OF THE	REPUBLIC OF SOUT	TH AFRICA	(RSA)?				YES	□NO
DOES THE ENTIT	ΓΥ HAVE A BRANCH	IN THE RSA?						YES	□NO
DOES THE ENTIT	TY HAVE A PERMAN	ENT ESTABLISHMEN	NT IN THE I	RSA?			,	YES	_ NO □
DOES THE ENTIT	TY HAVE ANY SOUR	CE OF INCOME IN T	HE RSA?					YES	□NO
IS THE ENTITY LI	IABLE IN THE RSA F	OR ANY FORM OF T	AXATION?					YES	□NO
IF THE ANSWER SYSTEM PIN COI	IS "NO" TO ALL OF DE FROM THE SOUT	THE ABOVE, THEN I	T IS NOT A	REQUIREM	ENT TO REGISTE	R FOR A	TAX COMPLI	ANCE S	_

#### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.

#### 2. TAX COMPLIANCE REQUIREMENTS

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

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE AI	BOVE 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:	



#### **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

**SBD 3.1** 

# PRICING SCHEDULE - FIRM PRICES (PURCHASES)

NOTE:

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

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

	me of bidder Clos	Bid number: <u>LDPWRI-B/20581</u> sing date08/12/2025
OFFE	R TO BE VALID FOR 120 DAYS FROM THE CLO	OSING DATE OF BID.
ÎTEM 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 pri	ice, for delivery at the prescribed destination.

contributions and skills development levies.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund

<sup>\*</sup>Delete if not applicable



### **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### 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>2</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
		_

2.2 Do	you, or any person connected with the bidder, have a relationship with any person w	ho is
	employed by the procuring institution?	S/NO
2.2.1	If so, furnish particulars:	

<sup>&</sup>lt;sup>2</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.3.1	If so, furnish particulars:

#### 3 DECLARATION

- 1.1 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>3</sup> will not be construed as collusive bidding.
- 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 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.

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<sup>&</sup>lt;sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

Signature	Date
2	
Position	Name of bidder



# DEPARTMENT OF

#### **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### **BID EVALUATION STAGE 2 - FUNCTIONALITY**

NOTE: Functionality - A bidder must obtain a minimum of 70 points under functionality to qualify for final evaluation.

Functionality	Weighting
<ul> <li>Current Workload of projects with Public Works, Roads and Infrastructure</li> <li>Current value is equal or greater than twice the maximum value of the required CIDB grade = 0</li> <li>Current value is greater than the maximum value of the required CIDB grade but less than twice the maximum value of the required CIDB grade = 5</li> <li>Current value is within the required CIDB threshold = 10</li> <li>Current value is less than the minimum value of the required CIDB grade = 15</li> <li>Current value refers to current value of projects for Civil Engineering (CE). Please list the current projects which your company is busy executing in Table 1.</li> </ul>	15
NB: Completion of Table 1 below is mandatory for points to be allocated. Do not refer to any attachment. If no projects at the moment the tender must indicate on this table. Appointment letters signed off by the client must be attached for current projects. If current project/s is/are sub-contracted, attach main contractors' appointment letter signed by client and sub-contractors' appointment letter signed off by the main contractor. Misrepresentation of facts will render your bid non-responsive.	

#### Table 1 List of current projects executed by the bidder

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

Project Description	Project Value	Start date	Planned end date	Client Name	Contact Person number
• .					
			+		
					<u> </u>
			1		
		30			
		30			

Profile of key staff: CVs, certified copies of professional registration and certified copies of qualifications must be attached for points to be allocated.  NB: List the details of key staff in Table 2. Completion of this table is mandatory for points to be allocated.	Weighting
Project Supervisor/Site Agent	
Qualification	
Registration as Professional Engineer, Architect, Technologist, Construction	
Manager or Quantity surveyor = 5	
Degree in built environment = 3	
National Diploma in Built environment = 1	
Relevant experience in Civil engineering projects	
More than 5 years' experience = 5	
From 2 to 5 years' experience = 3	
Less than 2 years = 1	
Construction Manager	
Qualification	
<ul> <li>Registration as Professional engineer, Architect, Technologist, Construction         Manager or Quantity surveyor = 5</li> <li>Degree in built environment = 3</li> <li>National Diploma in Built environment = 1</li> </ul>	30
Relevant experience in general building projects  More than 5 years' experience = 5  From 2 to 5 years' experience = 3  Less than 2 years = 1	
Site Safety Officer	
<ul> <li>Registration with the South African Council for Project and Construction Management Professions (SACPCMP) as a Construction Health and Safety Officer / Construction Health and Safety Manager= 5</li> <li>Degree in built environment = 3</li> <li>National Diploma in Built environment=1</li> </ul>	
Relevant experience in Civil engineering projects	
<ul> <li>More than 5 years' experience = 5</li> <li>From 2 to 5 years' experience = 3</li> <li>Less than 2 years = 1</li> </ul>	

Table 2 Details of key staff

Name	Position	Qualifications	Professional Registration (if any)	Experience: Number of year(s)	Indicate whether full time or part-time on this project
****					

Experience in similar projects in the last 10 years	Weighting
Number of sanitation projects completed.	
Completed Projects must be classified as Civil engineering (CE) works in terms of	
CIDB for points to be allocated.	
Completed 5 or more projects = 25	
Completed 4 projects = 20	
Completed 3 projects = 15	
Completed 2 projects = 10	
Completed 1 project = 5	
Bidder submitted no project in CIDB grade 3 CE or higher = 0	
this table is mandatory for points to be allocated. Appointment letters and completion certificates must be attached for points to be allocated. All attachments to be on appropriate letterhead and signed off by the client. If completed work was executed as a sub-contractor, attach main contractors' appointment letter signed by client and sub-contractors' appointment letter signed off by the main contractor	25
l l	

Table 3 Details of projects completed in the last 10 year

Project Description (include type of works- CE, etc.)	Project Value	Completion Certificate attached (Yes/No)	Client Name	Contact Person (Tel)

Proposal and methodology	Weighting
Project Proposal/Method Statement	
The Bidder does not cover any aspect of the scope of work or no information	
submitted/attached = 0	
The bidder does not deal with the critical aspects of the project associated with	
the scope of work =5	
The bidder addresses the scope of work, provides a methodology to deal with	
the critical aspects of the project associated with the works =10	
Project Schedule/programme	
Programme not submitted =0	20
Programme not aligned to Bill of Quantities (BOQ) = 2	
Programme is aligned to the Bill of Quantities (BOQ) =5	
Cashflow projections	
Cashflow not submitted = 0	
The cash flow projections not aligned to the programme and BOQ = 2	
The cash flow projections, programme and BOQ are aligned = 5	

Safety, Health and Environmental Plan (SHEQ)	Weighting
The Bidder does not cover any aspect of the scope of work or no information submitted/attached = 0	
If the bidder does not address safety and health issues related to the works – i.e. there is no cognisance to the safety of the facility staff, senior citizens and workers and the impact of their work on the environment = 5	10
The safety, health and environment approach provided deals with the critical aspects of the project. Cognisance is taken dealing with safety of the workers, facility staff and senior citizen when conducting their works such as barricading of the area, conducting safety talk with the affected parties = 10	
Total	100



#### **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

#### 2. **DEFINITIONS**

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

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

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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:

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or  $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate Issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm								
4.4.	Company registration number:								
4.5.	TYPE OF COMPANY/ FIRM								
	Partnership/Joint Venture / Consortium One-person business/sole propriety Close corporation Public Company Personal Liability Company (Pty) Limited Non-Profit Company State Owned Company								

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

	SIGNATURE(S) OF TENDERER(S)
JRNAME AND NAME	
DRESS:	



## THE CONTRACT



#### PUBLIC WORKS, ROADS & INFRASTRUCTURE

#### **JOINT VENTURE AGREEMENT**

**JOINT VENTURE AGREEMENT** made and entered into by and between:

of
(hereafter referred to as)
of the first part;
and
of the second part;
PREAMBLE
WHEREAS the Parties have formed a Joint Venture in order to submit tenders to the
upgrading of sanitation reticulation at

NOW	THEREFORE, IT IS AGREED AS FOLLOWS:
	1. FORMATION OF JOINT VENTURE
1.1	The Parties hereby associate themselves into and as a Joint Venture in accordance with the
	provisions of this Agreement under the style or firm name of
	VENTURE.
1.2	The Parties hereto agree and undertake that they will not disclose the contents of this Agreement to
	persons with whom they may have any dealings directly or indirectly arising from the conclusion of
	this Agreement and the operation and establishment of the Works.
1.3	Notwithstanding that the parties may be jointly and severally bound to the
	, should the Joint Venture be awarded the contract by the
	for the construction of the Works, nothing
	herein contained shall be interpreted as giving rise to a general partnership between the parties or
	limiting the rights or powers of either party to carry on its separate business for its sole benefit.
	2. OBJECT AND MOTIVATION
The so	ole object for which this Joint Venture is established, and the sole business of the Joint Venture is to
	ate for and conclude a contract for the execution of the Works and to carry out such Works to finality,
all in a	accordance with the terms of this Agreement.
	3. Profits and Losses
3.1	The profits and losses of the Joint Venture shall be borne by
	proportions% and% respectively (hereinafter referred to as "the Specified Proportions").
3.2	In addition to any other provisions contained in this Agreement, the functions, duties, obligations and
	responsibilities of and under this Joint Venture
	agreement and in the execution of the Works will be to provide all bridging finance, guarantees and
	resources necessary to successfully carry out the project in proportion to the specified proportions,
	in which proportions all profits, losses, costs, liabilities and assets and any other responsibilities,
	whether pecuniary or otherwise, shall be shared equally, as far as possible.
	4 DURATION
The o	peration of this Agreement shall be deemed to have commenced on the Day of 20,
	hall terminate, except insofar as the provisions of Clauses 5 and 6 apply, upon the happening of any
	following events, whichever shall be earlier:
4.1	Award of the Contract by for the construction of the Works to an

outside party or parties, or

4.2 In the case of contract award, at the time the contract is terminated and all rights and obligations of the parties in connection with such contract and in connection with this Agreement have ceased, but in no case before the conclusion of any maintenance period in the contract and the cancellation and/or refund of all guarantees and bonds. The Joint Venture existence shall also be deemed to continue insofar as the Joint Venture is responsible for latent defects under the contract.

#### 5. EXCLUSIVITY

The Parties agree and undertake in favour of each other that neither of them shall, except in accordance with the intention expressed in this agreement, be associated in any manner, either directly or indirectly, with any investigation, negotiation, tender or proposal for the performance of or incidental to the execution of the Works and including any variation by way of addition or omission from the scope of the Works or the extension to the Works, nor invest in any company, enterprise or partnership in any manner related thereto, either as previously agreed by the Management Committee in writing.

#### 6. PRE-CONTRACT COSTS

#### 7. MANAGEMENT COMMITTEE

- 7.1 The day-to-day affairs of the Joint Venture shall be under the control of a Management Committee which shall consist of one representative of each of the parties. Within the terms of this agreement and the contract, if awarded, each such member shall have full authority to bind the party and/or parties he represents in all matters relating to the affairs of the Joint Venture.
  - No party to this agreement may bind the other party hereto without the prior consent of such other party, nor may the Management Committee bind the Joint Venture or any party beyond the terms of this agreement or the contract without the prior written consent of both parties.
  - The parties hereto shall be obliged immediately upon signature of this Agreement, to appoint their representatives and the first meeting of the Management Committee will be held immediately thereafter. The parties shall be obliged at all times to maintain a representative on the Management Committee.
- 7.2 Each representative on the Management Committee shall be entitled to appoint, and from time to time remove and replace, an alternate who shall, at any meeting of the Management Committee at which the representative whom he represents is absent, be vested with all rights and powers and subject to all obligations of the representative whom he represents.

- 7.4 Meetings of the Management Committee shall take place at such times and places as the Committee shall determine, provided that the Chairman shall be obliged to convene a meeting of the Management Committee not later than 10 days after being required to do so by any one of the parties to this agreement. Not less than five days' notice of any meeting of the Management Committee shall be given to the representatives thereof and their alternates.
- 7.5 Decisions of the Management Committee shall be unanimous, provided that If the representatives or the alternates fail to agree on any decision, the meeting at which that decision is sought shall be adjourned for a period of 24 hours and should the representatives then not agree on the course of action to be taken the matter shall be referred to the Executive Board for a decision. The decision of such Executive Board shall be placed before a further adjourned meeting, which shall take place no later than 72 hours after the initial adjourned meeting and shall bin the Management Committee which shall adopt such decision without variation.
- 7.6 Subject to 7.7 below, decisions on the Management Committee may be reached telephonically, telegraphically, by facsimile or in writing.
- 7.7 Decisions of the Management Committee, whether at a meeting or otherwise, shall be recorded in written minutes which shall be distributed by the Chairman, for the time being to the members of the Management Committee not later than seven days after those decisions have been taken. Such minutes shall be deemed to have been affirmed unless dissented from not later than seven days after they are deemed to have been received by the dissenter.
- 7.8 The Management Committee may, as it wishes, decide to increase the number of its members for or invite other parties to attend any of its meetings. Such co-opted members or observers shall not have a vote.
- 7.9 The Management Committee shall have the power to delegate such of its powers and duties as it may determine in the best interests of the parties.
- 7.10 No remuneration shall be paid by the Joint Venture to the parties' representatives on the Management Committee in their capacities as such.
- 7.11 The administrative function regarding the operation of the Management Committee shall be fulfilled by the Chairman.
- 8 POWERS OF THE MANAGEMENT COMMITTEE AND DIRECTION OF THE PROJECT MANAGER
  The functions, responsibilities and powers of the Management Committee shall be:

and a	ict o	nly in acco	rda	nce with	its	dire	ctives ar	nd its	estat	olished procedu	ures. T	he F	roject Mana	ger
shall	be	removed	in	terms	of	10	hereof	and	his	successor(s)	shall	be	nominated	by
			and				And	appr	oved	by the Manage	ement	Con	nmittee.	

- 8.2 To formulate and dictate to the Project Manager overall policy regarding the following:
  - 8.2.1 The general day-to-day management of the affairs of the Joint Venture.
  - 8.2.2 Representation of the Joint Venture in dealing with the Resident Engineer/Engineer/Client and third parties on matters affecting the Joint Venture as a whole.
  - 8.2.3 Co-ordination of the activities of the parties.
  - 8.2.4 Preparation by agreement with the parties and supervision of the programme of the Works.
  - 8.2.5 Ensuring that the responsibility of each of the parties in regard to technical and contractual matters is preserved.
- 8.3 To make such provisions as are necessary to enable the Project Manager to perform his tasks.
- 8.4 To approve the balance sheets and accounts of the Joint Venture.
- 8.5 To approve the tender submitted by the Joint Venture and to approve or withhold approval for and amendment proposed thereto.
- 8.6 To approve the appointment of legal advisers and auditors where such appointments are necessary.
- 8.7 To determine the nature and extend of any additional duties and functions of each of the parties in relation to this Joint Venture.
- 8.8 To determine the terms and conditions of employment of personnel as well as emoluments seconded by the parties to the Joint Venture.
- 8.9 Subject to the terms and conditions of this agreement, to determine and approve:
  - 8.9.1 The amount and type of working capital requirements of the Joint Venture.
  - 8.9.2 All borrowings, guarantees and like obligations undertaken by the parties to the Joint Venture.
  - 8.9.3 The insurance to be taken out by the Joint Venture.
  - 8.9.4 The nature, method and amount of all claims.
  - 8.9.5 When and in what amount to distribute dividends to the parties hereto, save that any decision in terms of which the Joint Venture will undertake further work outside of the original scope of the contract or any variation or amendment of this agreement of the contract, shall require the unanimous agreement of the parties before becoming effective and binding the Joint Venture.
  - 8.9.6 The approval and appointment of all sub-contractors.

#### 9 THE EXECUTIVE BOARD

9.1 The Executive Board shall consist of one representative of each of the parties who shall be the Chief Executive Officer of each Joint Venture partner or their nominated deputy but shall not be the same representative as appointed to the Management Committee in terms of Clause 7.1 hereof. The Executive Board shall be the mediation authority of the Joint Venture which shall decide on all issues which are referred to it by the Management Committee as well as on all issues where the Management Committee is not unanimous.

- 9.2 Decisions of the Executive Board, whether original decisions or decisions taken after referral from the Management Committee shall be implemented by the Management Committee as per Clause 7.5.1.
- 9.3 Decisions of the Executive Board shall be unanimous.
- 9.4 Effect shall be given to a resolution arrived at unanimously.
- 9.5 In the event of the Executive Board not being unanimous in its decision the matter is to be referred to arbitration in terms of Clause 16 hereof.
- 9.6 Subject to 9.7 as read in conjunction with 7.7 and, provided that they are unanimous, decisions of the Executive Board may be reached telephonically, telegraphically or in writing. If reached telephonically or otherwise orally such decision must be confirmed in writing within 24 hours.
- 9.7 The Minutes of meetings of the Executive Board shall be handled mutatis mutandis in the manner per Clause 7.7.
- 9.8 The administrative functions regarding the operation of the Executive Board shall be fulfilled by the Chairman of the Management Committee, who shall not be entitled to a voice or a vote at Executive Board meetings.

#### 10 PERSONNEL

- 10.1 The Project Manager shall be appointed as provided in Clause 8.1 hereof.
- 10.2 The person nominated to the office of Project Manager shall be subject to removal from such office by decision of the Management Committee.
- 10.3 All the remuneration and emoluments of employment of the Project Manager shall be an expense of and paid by the Joint Venture, provided that a party shall be entitled by notice in writing delivered to the other parties to elect that the person to be nominated by it to fill the offices of project Manager shall be seconded to the Joint Venture in which event the remuneration and emoluments which would otherwise have been paid to such persons while filling such offices shall be paid to the member responsible for their nomination or otherwise as such member shall direct and subject to such payment being duly and promptly paid to the member or its nominee, the member will hold harmless and keep indemnified the Joint Venture and the other members from all actions, proceedings, claims and demands by such persons or otherwise howsoever in respect of such remuneration and emoluments. The remuneration and emoluments to be paid and allowed by the Joint Venture to the Project Manager shall be determined from time to time by the Management Committee and borne by the parties hereto in the Specified Propositions.
- 10.4 The members of the Management Committee and Executive Board and their proxies and alternates a shall not be employees of the Joint Venture and shall not be entitled to claim any salary or remuneration from the Joint Venture by virtue of such appointments unless the Management Committee shall otherwise decide in writing.

#### 11 FINANCING

#### 11.1 Working Capital

11.1.1 Banking accounts shall be opened in the name of the Joint Venture with banks and at such places as may be determined by it, and the parties shall be responsible for the payment in the Specified Properties of such sums to the credit of such baking accounts as shall from time to time be required by way of working capital for the Joint Venture.

- 11.1.2 Any amounts from time to time advanced by the parties to the Joint Venture in terms of this agreement shall be placed to the credit of their respective capital accounts in the Joint Venture.
- 11.1.3 The banking accounts referred to in sub-clause 11.1.1 hereof shall be operated, and cheques thereon shall be drawn in accordance with the instructions to the bankers in question. Withdrawals from these banking accounts shall be effected on the authority of persons nominated thereto by the Management Committee.
- 11.1.4 Should any party fail to make payment to the Joint Venture of any amount which it is obliged to pay in terms of sub-clause 11.1.1 hereof, after the expiry of a period of seven days from the date of notice requiring it to make such payment, the party to default shall be liable for payment of interest to the other parties on the amount so withheld at the rate of Prime Bank rate charged by Joint Venture Bankers per annum should such other parties have advanced the aforesaid sum.
- 11.1.5 All revenue derived by the Joint Venture from the contract shall forthwith be deposited to the credit of the banking accounts referred to in sub-Clause 1.1.1 hereof.
- 11.1.6 The amount for the time being standing to the credit of the Joint Venture's banking accounts shall be applied:
  - 11.1.6.1 In discharging the obligations of the Joint Venture in accordance with their tenor; provided that the Management Committee shall be entitled to require the payment of any liability prior to its due date if such anticipated payment will result in the allowance by the creditor in question of an advantageous discount to the Joint Venture for prompt payment;
  - 11.1.6.2 As to any surplus of funds for the time being in the said banking account, subject to the agreement of the parties as payment to the parties in the Specified Proportions or in proportion to their participation of the time being in the Joint Venture, save that any such surplus shall first be utilised for the purpose of eliminating or reducing any disproportion in the ratios of the parties respective capital accounts.

#### 11.2 Capital and Advances

- 11.2.1 The amount of capital required by the Joint Venture to attain its object (and which includes all loans, guarantees, indemnities, reserves) shall be determined from time to time by the Management Committee, and upon being so determined shall forthwith be contributed by the parties to the Joint Venture in the Specified Proportions.
- 11.2.2 If at any time any party to the Joint Venture shall, due to an emergency or with the consent in writing of the other parties advance any sum of money or to incur any liability on behalf of the Joint Venture over and above its due contribution to capital, then where money has been advanced, the same shall be a debt due from the Joint Venture to the party advancing the money, and shall be repayable on thirty days' notice and shall bear interest at Prime Bank rate as charged by Joint Venture's bankers per annum from date of advance to date of payment. Where a party has incurred a contingent liability on the above basis, the other parties shall, within thirty days of being requested to do so in writing, relieve such party of its obligations thereunder to the extent that the obligations of the parties are in the Specified Proportions.

#### 12. ACCOUNTS

- 12.1 The Joint Venture shall cause proper books of account and complete records to be kept as are customary in the Republic of South Africa relating to all the assets and liabilities of the Joint Venture and expenses incurred or income received by the Joint Venture.
  - Such book and records shall not be related to the affairs of the parties individually. The said books of account and records, together with all letters, papers or writings concerning or belonging to the Joint Venture shall be kept at site and such other place from time to time as determined by the Management Committee, and each of the parties to the Joint Venture shall at all times have free access and the right to inspect and copy the same.
- 12.2 Within thirty days of the end of every quarter during the continuance of the Joint Venture, the Joint Venture shall furnish to the Management Committee all necessary documents such as balance sheets, profit and loss accounts, bank balances and comparisons with budget and forecasts of cash flow and profits as are necessary to keep the Management Committee informed of the financial affairs of the Joint Venture. Every such profit and loss account and balance sheet shall be agreed to and signed by the members of the Management Committee on behalf of the Joint Venture members, and when so signed, shall be binding on all the parties, except that if any manifest error therein be detected and pointed out by any party to the others at any time after such signature, such error shall forthwith be rectified.
- 12.3 After the completion of the contract and the release of all bonds, guarantees and obligations given for the performance of the parties in the Joint Venture, the joint Venture shall procure the preparation and auditing of a final balance sheet and profit and loss account, which shall be approved by the Management Committee, and from which the final profit and loss sustained by the Joint Venture shall be ascertained, and distributed to or contributed by the parties in proportion to their participation in the Joint Venture. This clause shall not be construed as prohibiting the interim distribution of profits or contribution towards losses in the discretion of the Management Committee.

#### 13. WINDING UP

Upon the determination of the Joint Venture in accordance with the provisions of this agreement, a full and general account shall be taken of the assets and liabilities of the Joint Venture and of the transactions and dealings thereof, and with all convenient speed, such assets shall be sold and realised and the proceeds applied in paying and discharging such liabilities and the expenses of and incidental to the winding-up of the Joint Venture affairs and thereafter in paying to each Joint Venture member its share of such proceeds in the Specified Proportions. The Joint Venture members respectively undertake to do all such things as may be necessary so as to give effect to the above.

#### 14. BREACH

- 14.1 If a party ("the guilty party") shall commit a breach of any material provision of this agreement, and fail to remedy the same within a period of thirty (30) days after the receipt by it of written notice requiring it to do so, or be placed in liquidation or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other parties ("the aggrieved parties") shall have the right, without prejudice to any of its other remedies arising from such breach, forthwith to terminate this agreement, in which event:
- 14.2 The guilty party's interest in the joint venture shall be taken over by the remaining parties. The aggrieved parties shall, in addition, have the right, if it so requires, to take over the capital account of the party in default.
  - Such capital account shall be valued on the basis of the nett assets revealed in an audited balance sheet and profit and loss account prepared as at the end of the month in which the default or other breach occurred; provided that the profit and loss account shall take into account the Joint Venture's share in the valuation of the work in progress, as shown in the Joint Venture accounts, at the date of preparation of the balance sheet and profit and loss account, after providing for any known or contemplated future losses to be incurred on the work undertaken or to be undertaken by the Joint Venture and provided further that should upon the completion of the contract or contracts, the provision for losses made in the valuation or work in progress as aforesaid prove to be incorrect, such provisions shall be adjusted. Provided the aggrieved parties have proved that the tender rates as escalated from time to time were inadequate, the guilty party shall be liable to the extent of the participation of such party for all losses incurred on the whole of the contract, including any losses incurred subsequent to the termination of the agreement in accordance with these provisions, but such party shall not be entitled to share in any profits earned subsequent to such termination.
- 14.3 The aggrieved parties shall have the right to recruit in its employment personnel seconded to the Joint Venture by the guilty party and, as a stipulation in favour of such personnel, the guilty party waives any claims it might otherwise have had against such personnel arising from their summary termination of their employment with the guilty party.
- 14.3 All plant hired by the guilty party to the Joint Venture shall remain on hire to and under the control of the aggrieved parties until the completion of the contract, or until the aggrieved parties shall release such plant from the operation of this sub-clause. Payment shall be made thereof monthly.

#### 15. DISPUTES

15.1 Having regard to the high degree of good faith which must exist between the parties, the parties agree to do their utmost to ensure that the disputes between them are settled equitably and amicably and where possible without resort to arbitration.

15.2 In the event of any differences or dispute of whatever nature arising from this agreement (which shall include any failure to agree on any matter which requires the parties' agreement for the purposes of implementation of this agreement) or any other matter related thereto which cannot be settled by direct negotiation between the parties, such differences or dispute shall be referred to arbitration in terms of Clause 16 hereof.

#### 16 ARBITRATION

- 16.1 Save as hereinafter provided, any dispute at any time between any of the parties hereto in regard to any matter arising out of this agreement or its interpretation or rectification shall be submitted to and decided by arbitration.
- 16.2 The arbitration referred to in 16.1 shall be held -

16.2.1	At	 	 

- 16.2.2 In a summary manner, i.e. on the basis that it shall not be necessary to observe or carry out either -
  - 16.2.2.1 the usual formalities or procedure (e.g. there shall not be any pleadings or discovery); or
  - 16.2.2.2 the strict rules of evidence.
- 16.2.3 Immediately and with a view to its being completed within twenty-one business days after it is demanded:
- 16.2.4 Otherwise (but subject to © (d) and (e) under the provisions of the Arbitration Act No. 42 of 1965 or the Republic of South Africa as amended from time to time).
- 16.3 The Arbitrator shall be, if the question in issue is -
  - 16.3.1 Primarily an accounting matter, an independent accountant;
  - 16.3.2 Primarily a legal matter, a practising Senior Counsel of not than five years standing as such;
  - 16.3.3 Any other matter, an independent person unanimously agreed upon between the parties and failing agreement appointed by the President for the time being of the South African Federation of Civil Engineering Contractors.

- 16.5 The arbitrator shall decide the matters submitted to him according to what he considers just and equitable in the circumstances and, therefore, the strict rules of law need not be observed or be taken into account by him in arriving at his decision.
- 16.6 The parties irrevocably agree that the decision in those arbitration proceedings -
  - 16.6.1 shall be binding on them;
  - 16.6.2 shall be carried into effect;
  - 16.6.3 can be made an order of any court of competent jurisdiction.

#### 17. CONFIDENTIALITY

- All matters relating to this agreement, any negotiations and the contract for the construction of the Works resulting therefrom shall be regarded by the parties hereto as being highly confidential, and shall not be disclosed without prior written consent of the management Committee to any party, person or entity who or which is not a signatory to this Agreement, except where such disclosure is necessary for the fulfilment of this Agreement.
  - No party shall at any time hereinafter use any technical information, save that in the public domain, acquired from the other parties hereto except for the purposes of fulfilment of the contract.
- 17.2 No party shall have the right to advertise, or otherwise permit, the dissemination of publicity concerning its participation in the Joint Venture unless:
  - 17.2.1 the relevant material shall make due reference to and acknowledgement of the work of the other parties;
  - 17.2.2 the relevant material shall, for its dissemination is within the control of the party in question, have been approved by the other parties, which approval shall not be unreasonably withheld.

#### 18. ASSIGNMENT

- 18.1 No party shall cede, assign or in any other way make over any of its rights or obligations under this agreement without the written consent of the other parties except insofar as such assignment or alienation is to any wholly-owned subsidiary company of that party.
- 18.2 In the event of such assignment or alienation taking place, the initial party shall jointly and severally and in solidum guarantee the obligations or the assignee towards the remaining parties.

#### 19 GENERAL

19.1 No party shall have a claim against the other parties arising out of a failure to secure the contract, except insofar as the parties are liable to bear the joint venture expenses in the Specified Proportions.

19.2 Any changes and supplementary provisions concerning this agreement shall require the written approval of all the parties hereto.

#### 19.3 Variations not effective unless in writing

No variation, modification or waiver of any provision of this agreement, or consent to any departure therefrom, shall in any event be of any force or effect unless unanimous and confirmed in writing and signed by the parties; then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

#### 19.4 Additions to the Joint Venture

No additional parties shall be admitted to the Joint Venture unless the parties to this agreement unanimously agree and subject to the Conditions of Contract for the Works. All sub-contractors must be approved by the Management Committee in accordance with procedures to be established by the said Committee.

#### 19.5 Company formation

Should the parties at any time unanimously agree to form a company to take over the interest of the Joint Venture in the contact and the assets of the joint Venture, the parties undertake to enter into a Shareholders Agreement embodying insofar as it is reasonably possible and practicable the terms hereof and, in addition, including therein a provision affording each party a right of pre-emption to any shares in the company which the other may from time to time wish to dispose of. For the Works the formation of a company shall be subject to the General Conditions of Contract for the Works.

#### 19.6 Domicilium

19.6.1	The parties hereto respectively choose domiciliumcitandi et executandi for all purposes of and in connection with this agreement as follows:							
19.6.2	The parties hereto shall be entitled to change their domicilium from time to time, and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.							

- such change shall only be effective upon receipt of notice in writing by the other parties of such change.

  19.6.3 All navments to be made pursuant to this agreement, and all notices, demands or
- 19.6.3 All payments to be made pursuant to this agreement, and all notices, demands or communications intended for any party, shall be made or given at such party's domicilium for the time being, and if forwarded by prepaid registered post, shall be deemed to have been made or given seven days after the date of posting unless proved to the contrary.

#### 19.7 Currency

All amounts referred to in this agreement and all monies payable to or by the parties to the Joint Venture in connection with the Joint Venture shall be both calculated and paid in currencies from time to time and at places to be agreed by the Management Committee.

#### 19.8 Governing Law

This agreement shall be construed in accordance with and governed by the laws of Republic of South Africa. The English language version of this agreement shall prevail.

- 19.9 All correspondence between the parties in regard to this agreement and the contract shall be in the English language.
- 19.10 Each party shall bear its own costs incurred in the preparation and negotiation of this agreement.
- 19.11 This agreement over-rides any previous agreement or arrangements concluded between the parties in regard to the works and contract. Notwithstanding the provisions of Clause 19 hereof, the parties agree that any variations to the provision of this agreement and any decisions in terms of which this Joint Venture will undertake further work outside the original scope of the contract referred to earlier, shall require the unanimous agreement of the parties before becoming effective and binding on the parties.
- 19.12 In the interpretation of this agreement, works in the singular shall include the plural and vice versa as the context may require. The headings to clauses shall not be considered part thereof nor shall the words which they contain be taken into account in the interpretation of any clause.

THUS	DONE	AND	SIGNED	AT	***************************************	THIS	DAY	OF
*******		20.	***					
					For and behalf of:			
AS WI	TNESS:							
1.	•••••							
2.				S				
	DONE			AT		THIS	DAY	OF
					For and behalf of:			
					777			

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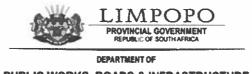
	ETION OF UPGRADING OF SANITATION F ACT No. LDPWRI-B/20581	RETICULATION AT SEKUTUPU OLD AGE HOME II	N CAPRICORN DISTRICT
AS WI	TNESS:		
			ž.
1.			

2.

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



### PUBLIC WORKS, ROADS & INFRASTRUCTURE

## Offer

witness

C1.1. FORM OF OFFER AND ACCEPTANCE

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

## COMPLETION OF UPGRADING OF SANITATION RETICULATION AT SEKUTUPU OLD AGE HOME IN CAPRICORN DISTRICT.

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

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

#### THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE) Rand (in words); R..... ..... (in figures) R..... This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data. Signature(s) Name(s) Capacity \_\_\_\_\_ For the ..... tenderer: Name signature of

Date.....

......

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

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data
Part C3 Scope of Work

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

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

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

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

## For the Employer

Signature	
Name	
Capacity	
Name and a	address of organization
Signature a	and Name of Witness
Signature	
Name	
Capacity	

#### Schedule of Deviations

1 Subject						
Details						
2 Subject					*****	* * ****
Details						
						*******
3 Subject						
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	,					
4 Subject						
Details						
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foregoing sche addenda there	edule of deviati eto as listed in (	ons as the only on the returnable so	leviations from ar hedules, as well	nd amendments to	the documents lister n, clarification or cha	agree to and accept the d in the Tender Data and anges to the terms of the
issue of the te	ender documen	its and the receip	ot by the tenderer	oral communication of a completed sign of this agreement	gned copy of this A	the period between the greement shall have any
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#### **PUBLIC WORKS, ROADS & INFRASTRUCTURE**

#### **C2.1 CONTRACT DATA**

The Conditions of Contract are clauses 1 to 20 of the **JBCC Series 2000 Minor Works Agreement** (**Edition 4.0 of August 2007**) 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;)

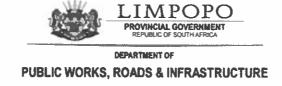
The JBCC Minor Works Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities, and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall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



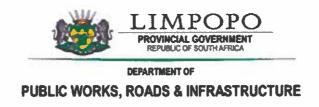
#### **PART C2: PRICING DATA**

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

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 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.



## **PART C2.2: BILLS OF QUANTITIES**



## COMPLETION BILLS OF QUANTITIES FOR UPGRADING OF SANITATION RETICULATION AT SEKUTUPU OLD AGE HOME

IN

# CAPRICORN DISTRICT, LIMPOPO PROVINCE LDPWRI-B/20581

#### lssued by:

Limpopo Department of Public Works, Roads & Infrastructure 43 Church Street Polokwane 0700



## **SECTION 1 – PRELIMINARIES**

Item	Description	Unit	Quantity	<u>Rate</u>	Amount
	SECTION NO 1 PRELIMINARIES				
	NOTES The agreement is to be the JBCC Series 2000 Minor Works Agreement prepared by the Joint Building Contracts Committee, August 2005 edition				
	The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, August 2005 edition, and shall be deemed to be incorporated herein.				
	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.				
	Copies of both documents and a full set of the drawings are available for scrutiny at the Office of the Principal Agent.				
	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.				
:	Where any item is not relevant to this specific contract, such item is marked N/A (signifying "Not Applicable").				
	SECTION A: MINOR WORKS AGREEMENT				
1	DEFINITIONS Definitions and interpretation (Clause 1).	Item			
2	PREPARATION Security and Guarantees (Clause 2). Clause 2.5 is deleted and substituted with: "This tender is for a Government Contract, no Payment Guarantee will be provided."	Item			
3	Risk and Insurance (Clause 3). Clause 3.2 - the word "Employer" is deleted and substituted with the word "Contractor"	Item			
4	Documents, Design and Assignment (Clause 4).	Item		ļ	

1 of 8

	1		
	EXECUTION		
5	Employer (Clause 5).	Item	
6	Agent (Clause 6).	ltem	
7	Contractor (Clause 7).	Item	
8	Direct Contractors (Clause 8).	Item	
	COMPLETION		
9	Practical Completion (Clause 9).	Item	
10	Final Completion (Clause 10).	Item	
11	Extension of the Contract Period (Clause 11).	Item	
12	Penalty for Non-Completion (Clause 12).	Item	
	PAYMENT		
13	Adjustment to Contract Value (Clause 14).	Item	
14	Valuation and Payment to Contractor (Clause 13). Clause 13.11 is amended as follows: 'The Employer shall pay the Contractor the amount certified within 14 (fourteen) calendar days of the date of issue of the payment certificate.'	Item	
	- CANCELLATION		
15	Cancellation by Employer (Clause 15).	Item	
16	Cancellation by Contractor (Clause 16).	ltem	
17	Cancellation - Impossibility of Performance (Clause 17).	Item	
	DISPUTES		
18	Settlement of Disputes (Clause 18). Dispute resolution - Mediation followed by Litigation.	Item	
	CONTRACT VARIABLES		
19	Schedule of Variables (Clause 19).	Item	
	CONTRACTING AND OTHER PARTIES		

1	i i i i	i I
Intended date of practical completion and the penalty per calendar day for the works as a whole:  Date:		:
Penalty: R  Where this agreement is for a government contract payment will be made for materials and goods. (Yes)		:
Government contract dispute resolution - Mediation followed by Litigation		
Arbitration rules as recommended by Association of Arbitrators (SA) (No)		
INSURANCES		•
Contract works insurance to be effected by the Contractor		
SASRIA insurance required - Yes : to be effected by the Contractor		
Public liability insurance required - Yes : to be effected by the <b>Contractor</b>		
DOCUMENTS Waiver of the contractor's lien is required at Practical Completion (Yes)		
Number of construction document copies to be supplied free of charge: One		
State other system if the document is not drawn up in accordance with the Seventh Edition of the Standard System of Measuring Building Work: N/A		
Number of days for submission of priced documents: Tenderers are to price the entire document at the time of tender.		
JBCC Engineering General Conditions are to be included in the documents (No)		:
Alternative if contract value is not adjusted using CPAP: Fixed Price: N/A		
Details of changes made to the provisions of JBCC standard documentation:		
1. Clause 13.11: Payment Period: The Contractor is to be paid within Thirty (30) calendar days and NOT seven (7) calendar days.		<u>:</u>

	2. Tender validity is 120 days instead of the 30 days normally allowed.				
	Clause 18 : Dispute resolution through Mediation followed by Litigation	i		:	
	SECTION B: PRELIMINARIES  DEFINITIONS AND INTERPRETATION (B1)  DOCUMENTS (B2):				
20	Checking of documents (B2.1) 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 "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising frombrevity of description of items fully described in the said Preambles to all Trades and Supplementary documentation will be entertained.	Item			
21	Provisional Bills of Quantities (B2.2): (YES)	Item		:	
22	Availability of construction documentation (B2.3): N/A	Item			:
23	Interests of Agents (B2.4): N/A	Item			
24	Priced documents (B2.5)	Item		:	
25	Tender submission (B2.6)	Item			
	The Site (B3)				:
26	Defined works area (B3.1): 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 on handing over of the site.	Item			
27	Geotechnical investigation (B3.2)	Item			i
28	Inspection of the Site (B3.3) No claims for extras arising from the contractor having failed to comply with this clause will be entertained.	Item			
29	Existing premises occupied (B3.4): (YES)	Item			
30	Previous work - dimensional accuracy (B3.5)	Item			
31	Previous work - defects (B3.6)	Item			
1	4 of	8	1	'	U



С	APRIC	CORN DISTRICT, CONTRACT No. LDPWRI-B/20581			
	32	Services - known (B3.7)	Item		
	33	Services - unknown (B3.8)	Item		
	34	Protection of trees (B3.9)	Item		
	35	Articles of value (B3.10)	Item	\$	
	36	Inspection of adjoining properties (B3.11)	Item		
		MANAGEMENT OF CONTRACT (B4)			
ĺ	37	Management of the Works (B4.1)	Item	:	
	38	Programme for the Works (B4.2)	Item	:	
	39	Progress meetings (B4.3)	Item		
	40	Technical meetings (B4.4)	Item		
		SAMPLES AND SHOP DRAWINGS (B5)		:	
	41	Samples of materials (B5.1)	Item		
	42	Workmanship samples (B5.2)	Item	·	
	43	Shop drawings (B5.3)	ltem		
		TEMPORARY WORKS AND PLANT (B6)			
	44	Deposits and fees (B6.1)	Item		
	45	Enclosure of the works (B6.2)	Item	ì	
	46	Advertising (B6.3)	Item		
	47	Plant, equipment, sheds and offices (B6.4)	Item		
	48	Main notice board (B6.5)	Item		:
8	49	Subcontractors notice board (B6.6)	Item		
		TEMPORARY SERVICES (B7)		:	
	50	Location (B7.1)	Item		
100	51	Water (B7.2) - To be provided by the Contractor	Item		
	52	Electricity (B7.3) - To be provided by the Contractor	Item		

CAPRIC	CORN DISTRICT. CONTRACT No. LDPWRI-B/20581	
53	Telecommunication equipment (B7.4) The contractor shall provide telecommunication facilities on site for the works and shall be entitled to recover usage costs from the users thereof.	Item
54	Ablution facilities (B7.5) - Shall be provided by the contractor who shall maintain such facilities in a clean and tidy condition	Item
	PRIME COST AMOUNTS (B8)	
55	Responsibility for prime cost amounts (B8.1)	Itom
	ATTENDANCE ON NOMINATED SUBCONTRACTORS (B9)	Item
56	General Attendance (B9.1)	lto we
57	Special Attendance (B9.2)	Item
58	Commissioning - fuel, water and power (B9.3)	Item
	FINANCIAL ASPECTS (B10)	Item
	Statutory taxes, duties and levies (B10.1)	Item
59	Provision is made in the summary of these Bills of Quantities for the inclusion of Value Added Tax.	nem
60	Payment of Preliminaries (B10.2)	1
61	Adjustment of Preliminaries (B10.3)	Item
62	Payment certificate cash flow (B10.4)	Item
63	Contractor information supply (B10.5)	Item
	GENERAL (B11)	Item
	Protection of the Works (B11.1) All existing furniture / equipment within the area of work is to be protected against damage and / or theft.	
64	Protection/isolation of existing/sectionally occupied works (B11.2)	Item
65	Site security (B11.3)	Item
66	Notice before covering work (B11.4)	Item
67		Item
68	Disturbance (B11.5)	Item
	Works cleaning and clearing (B11.6)	t 1

6 of 8

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1	69	1	Item	1
	09	Vermin (B11.7)	Rem	
	70	Overhand work (B44.9)	Item	
	71	Overhand work (B11.8)	Item	
	72	Pre-tender information (B12.1) Information necessary for making choices 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 irrelevant for this specific contract.	1tem	
		Provisional Bills of Quantities (B2.2)		
		The quantities are provisional (YES).		
		Availability of Construction documentation (B2.3)		
		Construction documentation is complete (Yes).		
		Interests of Agents (B2.4)		
		Defined works area (B3.1)		
		Refer to item 26 of these Preliminaries.		:
		Geotechnical investigation is requied (B3.2) (No)		
		Existing premises occupied (B3.4) (Yes)		
		Refer to item 29 of these Preliminaries. Services - known (B3.7)		
		Protection of trees (B3.9): N/A		
		Inspection of adjoining properties (B3.11)		
		Enclosure of the works (B6.2)		
		Offices (B6.4.3)		
		Main notice board (B6.5) A Notice Board is required (Yes).		
		Subcontractors Notice Board (B6.6)		
		Water (B7.2)		

Alternative A shall apply (ie. it is to be provided by the Contractor)		
Electricity (B7.3)  Alternative A shall apply (ie. it is to be provided by the Contractor)  Telecommunication facilities (B7.4) - by the Contractor		
Ablution facilities (B7.5)  Alternative A shall apply (ie. it is to be provided by the Contractor)		
Special Attendance (B9.2)		
Protection of the Works (B11.1)		
Protection of existing/sectionally occupied works (B11.2)		
Protection is required (No)		
Disturbance (B11.5) (No)		
TOTAL CARRIED TO FINAL SUMMARY	R	

# SECTION 2 – ALTERATIONS SECTION 3 – EXTENAL WORKS SECTION 4 – PROVISIONAL SUMS

!		[c	ompletion of	Jpgrading of Sanitation	reticulation at Sekutupu
		C	Old Age Home	- LDPWRI-B/20581	
Item		ď	Quantity F	Rate /	Amount
	ALTERATIONS				
	SECTION 2				
	BILL NO.1				
1	Take out and remove existing pipes in trenches	m	30		
2	Remove surplus excavated soil inside trenches	m2	45		
			1		
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	TOTAL CARRIED TO FINAL CUMMARY			F	
	TOTAL CARRIED TO FINAL SUMMARY				

	Quantity	Rate		Amount
SECTION 3				
BILL NO. 1				
FOUNDATIONS			5	
EARTHWORKS .				
Nature of ground				
The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock".	;	:		
The nature of the ground is assumed to be gravel, therefore "earth", but possibly interspersed with "soft rock" or "hard rock".				
The nature of the ground is assumed to be silty clay with loose river boulders varying in size up to approximately 450mm diameter, all of which will be deemed as "earth", but possibly interspersed with "hard rock".				
Subterranean water				
No subterranean water is expected The water table is expected to vary between approximately 30 m and 100 m below natural ground level. The removal of subterranean water is given separately				
Carting away of excavated material  Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.				
Testing Prices for filling are to include for all necessary density and other tests.				
Excavations ETC (Excavation in earth not exceeding 2m deep)				
Trenches	m3	8		
TOTAL CARRIED FORWARD			R	

1

				Upgrading of Sanitation - LDPWRI-B/20581	n reticulation at Sekutupu
	TOTAL BROUGHT FORWARD			R	
2	Excavations ETC (Excavation in earth exceeding 2m deep) Holes	m3	259		
	Extra over trench and hole excavations in earth for excavation in				
3	Soft rock	m3	1	ľ	
	Backfilling_				
4	Backfilling to trenches and holes	m3	66		
5	Extra over all excavations for carting away Surplus material from excavations and/or stock piles on site, to a dumping site situated approximately 10 km from the building site.	m3	103		
6	Risk of collapse of excavations Sides of trenches and hole excavations not exceeding 1,5m deep.	m2	77	·	
7	Ditto, but exceeding 1.5m deep not exceeding 3m deep	m2	51		
8	Keeping excavations free of water Keeping excavations free of all water other than subterranean water	Item	1		
9	Compaction to bottom of tenches  Rip and recompact insitu material to 91% Mod  AASHTO density.	m2	24		
10	Compation to earthfilling under surface bed Rip and recompact insitu material to 91% Mod AASHTO density.	m2	103	5	
	Test Prescribed tests to determine degree of compaction or other properties of ground or filling				i
11	Modified AASHTO Density test per set	No	6		
	TOTAL CARRIED FORWARD				₹

!			Completion of Old Age Home	Upgrading of Sanitation - LDPWRI-B/20581	reticulation at Sekutupu
	TOTAL BROUGHT FORWARD			R	
	Weedkillers, insecticides,etc				
12		m2	75	İ	
12	Theating Surfaces with Woodkingto, indestinass, ore				
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	<u> </u>				
	TOTAL CARRIED TO SECTION SUMMARY			R	

### **EXTERNAL WORKS**

**SECTION 3** 

BILL NO. 2

# CONCRETE, FORMWORK AND REINFORCEMENT

### Cost of tests

The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)

### Lightweight concrete

Lightweight concrete shall have a density of 600kg/m3 for

the top 50mm and 400kg/m3 for the remaining thickness. The minimum thickness at outlets, channels, etc shall be 50mm.

### **Formwork**

Descriptions of formwork shall be deemed to include use

and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use.

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself Formwork to soffits of solid slabs etc shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.

Formwork to soffits of slabs, beams, etc shall be deemed to be propped up exceeding 1,5m and not exceeding 3,5m high unless otherwise described.

**TOTAL CARRIED FORWARD** 

Completion of Upgrading of Sanitation reticulation at Sekutupu Old Age Home - LDPWRI-B/20581

Quantity	Rate	Amount	
	1		
	1		
	1		
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		R	

				Upgrading of Sanitatio	n reticulation at Sekutupu
	TOTAL BROUGHT FORWARD			R	
	Formwork to sides of bases, pile caps, ground beams, etc will only be measured where it is prescribed by the engineer for design reasons. Formwork necessitated by irregularity or collapse of excavated faces will not be measured and the cost thereof shall be deemed to be included in the allowance for taking the risk of collapse of the sides of the excavations, provision for which is made in "Earthworks".				
	REINFORCED CONCRETE CAST AGAINST EXC AVATED SURFACES 25 MPa/19 mm concrete				
1	170mm thick slab	m3	12		
2	200mm Surface Bed	m3	11		
	PRECAST CONCRETE I-BEAMS				
	Supply, delivery, and installation of precast concrete I-beams, 170mm wide x 230mm deep, installed at 2.5m centres, including all necessary lifting, handling, positioning, temporary supports, grouting of joints, and coordination with structural supports as per drawings and specifications. Concrete grade, reinforcement, and finish as per structural engineer's details.				
		m	15		
	FABRIC REINFORCEMENT				
3	Mesh ref 395 fabric reinforcement to concrete top slab	m2	180		
4	Mesh 888 fabric reinforcement in concrete surface bed	m2	59		
	TOTAL CARRIED FORWARD			R	

Page 6 of 13

				Upgrading of Sanitatio	n reticulation at Sekutupu
	TOTAL BROUGHT FORWARD			R	
	Formwork to soffits, beams, slabs, etc				
5	Provide, erect, and remove formwork to horizontal concrete slab surfaces, including supports, props, joints, ties, and release agents as required. Formwork shall ensure correct level, alignment, and surface finish as per drawings and specifications.	m2	51		
6	TEST CUBES  Allow for preparing a set of three concrete strength test cubes, each size 150 x 150 x 150mm, sending them to an approved Testing Laboratory for testing and paying all charges in connection therewith.	Sets	6		
		3618			
	Concrete Surface Finishing Provide and apply wood float finish to in-situ concrete slab surface, including all necessary tools, materials, surface preparation, levelling, compaction, and hand finishing using a wood float to achieve a uniform, non-slip textured surface. Finish shall be true to line and level, free of trowel marks or laitance, and cured as per project				
	specifications.	m2	51		
7	SUNDRIES 1000mm concrete manhole cover complete set with key	no	2		
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				ļ.	
	TOTAL CARRIED TO SECTION SUMMARY			R	

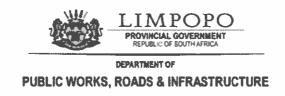
	EXTERNAL WORKS SECTION 3		Old Age Home	- LDPWRI-B/20581	n reticulation at Sekutupu
	BILL NO. 3		Quantity	Rate	Amount
	MANSORY				
	BRICKWORK IN FOUNDATION				
	Brickwork of NFP bricks in class II mortar				
1	One brick walls	m2	100		
	BRICKWORK SUNDRIES				
	Brickwork reinforcement				
2	150mm Wide reinforcement built in horizontally	m	392		
				<u> </u>	
			:		
				!	
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	TOTAL CARRIED TO SECTION SUMMARY			R	

	EXTERNAL WORKS ECTION 3		Completion of Upgrading of Sanitation reticulation at Sekutupu Old Age Home - LDPWRI-B/20581			
	BILL NO. 4		Quantity	Rate	Amount	
	WATERPROOFING					
	Two coats bitumen emulsion waterproof coating					
1	On plastered wall	m2	92			
			i			
			i			
				t 		
	TOTAL CARRIED TO SECTION SUMMARY			R		

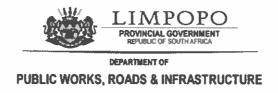
			Completion	of Upgrading of Sanitation	on reticulation at Sekutupu
	EXTERNAL WORKS				
	SECTION 3		Quantity	Rate	Amount
	BILL NO. 5				
	PLUMBING AND DRAINAGE				
	<u>PVC</u>				
1	160mm Pipe	m	35		i
2	PVC fittings				
3	Double socket	No	3		
4	Tee junction	No	5		
5	Allow an amount of R 40 000 (Forty Thousand Rands Only) for diverting of existing sewer	Sum	1	40 000,00	40 000,00
6	Allow an amount of R 5 000-00 (Five Thousand Rands Only) for plumbing and drainage fittings	Sum	1	5 000,00	5 000,00
				į.	
			1		
	TOTAL CARRIED TO SECTION SUMMARY				R

			Completion of Upgrading of Sanitation reticulation at Sekutupu Old Age Home - LDPWRI-8/20581		
	SECTION 4	,			
	BILL NO. 1				
	PROVISIONAL SUMS				
	WASTE WATER TREATMENT PLANT (WWTP)				
	Provide a sum of R 1, 300, 000 (One Million Rand) for sewer package plant by Specialist	Item	1	1 300 000	1 300 000,00
2	Allow profit on the above if required	Item	1		
3	Allow attendance	Item	1		
	ELECTRICAL WORK				
4	Provide the sum of R 30, 000.00 (Thirty Thousand Rand) for electrical installation	Item	1	30 000	30 000,00
5	Allow for profit on above if required	Item	1		
6	Allow attendance	Item	1		
	COMMUNITY LIAISON OFFICE				
7	Allow amoiunt of R 20, 000.00 (twenty thousand rand) for provision of Community Liaison Officer	Item	1	20 000	20 000,00
8	Allow for profit on above if required	Item	1		
9	Allow attendance	Item	1		
			A popular a construction of the construction o		
	TOTAL CARRIED TO FINAL SUMMARY			R	

	Completion of Old Age Home	n reticulation at Sekutupu	
FINAL SUMMARY	Page No.		
PRELIMINARIES	8 of 8	R	
ALTERATIONS	1of 13	R	
EXTERNAL WORKS	11 of 13	R	
PROVISIONAL SUMS	12 of 13	R	· · · · · · · · · · · · · · · · · · ·
SUB-TOTAL	1	R	
CONTINGENCIES			
Allow an amount of R 35, 000.00 (Thirty Five Thousand Rand) for Contingencies, to be used as directed by the Employer/Principal Agent and deducted in whole or in part if not required	1	35 000,00	35 000,00
whole or in part if not required Item	'	35 000,00 R	33 000,00
15% VAT		R	
TOTAL CARRIED TO FORM OF TENDER		R	



# **PART C3 SCOPE OF WORKS**



### **SCOPE OF WORK:**

- Completion of incomplete septic tank
- Plumbing and Drainage
- Electrical work
- Supply, delivery and installation of underground Waste Water Treatment Plant (WWTP)
- Decommissioning of the existing sewer installation

# **PART C4 SITE INFORMATION**



## **C4.1 DRAWINGS**



