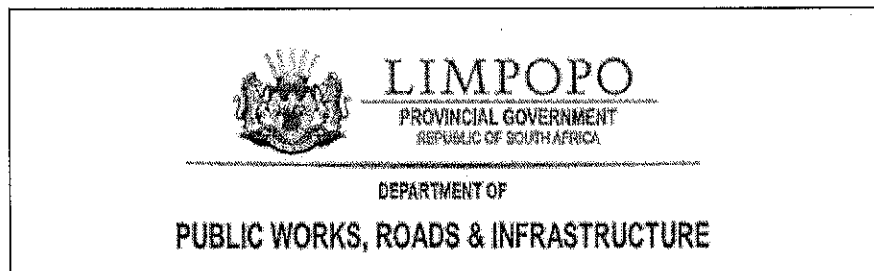


MAINTENANCE OF SEKUTUPU OLD AGE HOME
CONTRACT No. LDPWRI-B/20453



BID NUMBER: LDPWRI-B/20453

**APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE OF SEKUTUPU OLD AGE
HOME IN SEKHUKHUNE DISTRICT.**

for

DEPARTMENT OF SOCIAL DEVELOPMENT (DSD),

LIMPOPO PROVINCE

FRAMEWORK CATEGORY C (3GB AND HIGHER)

Issued by:

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

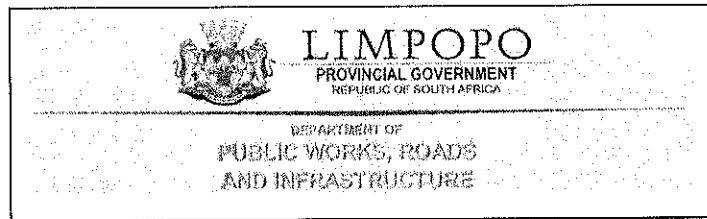
Contact Person: General Queries

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

Technical: Technical Queries

Name : Ms AN Sikhosana
Tel No. : 015 284 7620
Email : sikhosanan@dpw.limpopo.gov.za

Name of the Bidder :



CONTENTS

THE TENDER

Part T1: Tendering procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender data

Part T2: Returnable documents

- T2.1 List of returnable documents
 - A – Mandatory requirements
 - B – Non mandatory requirements
 - C – Special conditions and Departmental rights
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract data

- C1.1 Form of offer and acceptance
- C1.2 Contract data
 - Joint Venture Agreement (If Applicable)

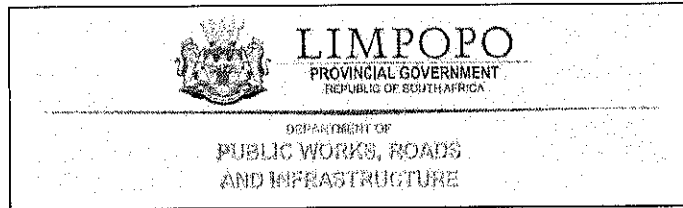
Part C2: Pricing data

- C2.1 Part 1 - Pricing Instructions
- C2.2 Part 2 - Bills of Quantities

Part C3: Scope of Works

- C3.1 Special Notes to Bidders
- C3.2 OHS Specifications

Part C4: Drawings



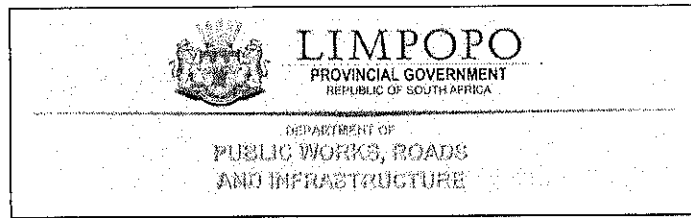
PART T1: TENDERING PROCEDURE

T1.1 Tender Notice and Invitation to Tender

The Limpopo Department of Public Works, Roads and Infrastructure invites tenderers from contractors appointed on the framework agreement on category C for **MAINTENANCE OF SEKUTUPU OLD AGE HOME IN SEKHUKHUNE DISTRICT** for a period of 3 months. It is estimated that tenderers must have a CIDB contractor grading designation of **3 GB** and higher

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

Project Name	MAINTENANCE OF SEKUTUPU OLD AGE HOME IN SEKHUKHUNE DISTRICT FOR LIMPOPO DEPARTMENT OF SOCIAL DEVELOPMENT (LDSD) FOR A PERIOD OF 3 MONTHS.	
Tender Number	LDPWRI- B/20453	
Tender documents availability	Limpopo Department of Public Works, Roads and Infrastructure website	
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.	
Closing date of the tender	As per Tender invite	
Closing time of the tender	As per Tender invite	
Compulsory briefing meeting <i>(Tenderers must sign the attendance register in the name of the tendering entity. Addenda (if any) will be issued only to those tendering entities appearing on the attendance register)</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
	Meeting venue	As per Tender invite
	Date	As per Tender invite
	Time:	As per Tender invite
Evaluation criteria	<ol style="list-style-type: none"> 1. Compliance with mandatory or compulsory requirements 2. Risk assessment on current projects 3. Price 4. Preference 	
Mandatory or Compulsory Requirements <i>(failure to submit or comply with these requirements will lead to automatic disqualification)</i>	<p>Only tenderers who are appointed on category C registered with the Construction Industry Development Board (CIDB) with designation of 3 GB or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated</p> <p>Priced Bills of Quantities</p> <p>SBD 1.</p> <p>Declaration on the status of Administration compliance.</p> <p>Completed and signed Form of Offer</p> <p>Priced Bills of Quantities</p> <p>Record of addenda to tender documents</p> <p>Proposed amendments and qualifications</p> <p>Declaration on the status of Administration compliance</p> <p>Declaration of new projects</p>	



T1.2 Tender Data

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

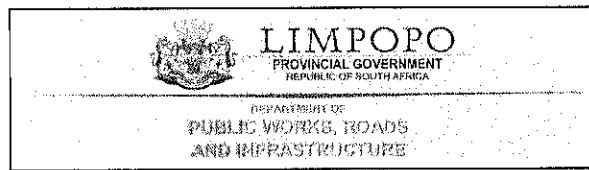
C.1.2	<p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Joint Venture Agreement (If Applicable)</p> <p>The Contract Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bills of Quantities</p> <p>Part 3: Scope of work</p> <p>C3.1 Special Notes to Bidders</p> <p>C3.2 OHS Specifications</p> <p>Part 4: Site information</p> <p>C4 Drawings</p>
C.1.4	<p>The employer's representative is:</p> <p>Name : Ms Sikhosana N</p> <p>Tel No. : 015-284 7620</p> <p>Email : sikhosanan@dpw.limpopo.gov.za</p> <p>However, all communications related to this bid should be directed to the persons indicated under Enquires on this tender document.</p> <p>Attention is also drawn to the fact that verbal information, given by the Employer's agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	The employer reserves the right to cancel the tender prior to the award of the tender.
C.2.1	<p>Eligibility in respect of CIDB grading</p> <p>Only tenderers who are appointed on framework agreement category C and registered with the Construction Industry Development Board (CIDB) with designation of 3 GB or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.</p>
C2.2	<p>Cost of tendering</p> <p>The tenderer accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>

C.2.7	<p>Compulsory site briefing</p> <p>A compulsory briefing meeting will be held as per Tender invite</p> <p>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.</p>
C.2.11	<p>Alterations to the documents</p> <p>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</p>
C.2.12	<p>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p>Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink (Black pen)</p>
C.2.13.3	<p>Parts of each tender offer communicated on paper shall be submitted as an original</p>
C.2.13.4	<p>The tender shall be signed by a person duly authorized to do so.</p>
C.2.13.5	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>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.</p>
C.2.15.1	<p>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.</p>
C.2.16.1	<p>The tender offer validity period is 120 days.</p>
C.2.16.2	<p>The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16.1 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>
C.3.1	<p>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:</p> <ul style="list-style-type: none"> - Persons who had no franchise in national elections prior to 1984 and 1994 - Women - Disabled persons - Promotion of SMMEs - Enterprises located in Limpopo Province - Promotion of youth - South African owned enterprises

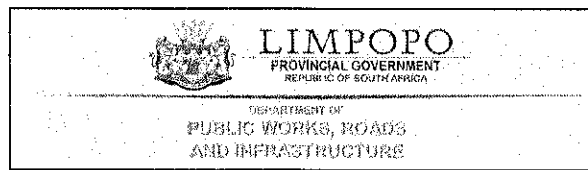
	<p>CIDB Grading Certificate</p> <p>Tenders are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p>Letter of Good Standing</p> <p>Tenderer's are required to submit, bound with the tender submission, a letter of good standing from the compensation commissioner indicating that the bidder is in good standing.</p>
C3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.
C3.4.1	Tenders will not be opened immediately after the closing time for tenders.
C3.11	<p>The tenderers will be evaluated in four stages</p> <ul style="list-style-type: none"> (i) Stage 1: Compliance with mandatory requirements as stated in Part T1.1 (ii) Stage 2: Risk assessment on current projects (iii) Stage 3: Price (iv) Stage 4: Preference <p>The technical capacity (functionality) of the contractors will not be evaluated any further during evaluation of the RFQ. However, the contractors will be required to declare the status of their key staff and any administrative compliance. In cases where there are changes in the key staff, the contractor should provide CVs and qualifications of the new staff to LDPWR&I. The new staff should have similar skills, qualifications and experience as the staff submitted during tender. Similarly, the contractors will be expected to provide an update on any changes in their administrative compliances – and should submit the required SBD document/forms in such cases.</p> <p>The award will only be issued to contractors with valid Tax Clearance certificates, active CIDB grading and the contractor who meets all the legislative requirement – this shall be verified by SCM in line with the departmental SCM Policy.</p> <p>The total value of current projects for a contractor under consideration cannot exceed twice the maximum value of their relevant CIDB grade.¹</p> <ul style="list-style-type: none"> a) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification. b) Stage 2: Risk assessment on current projects <p>The total value of current projects for a contractor under consideration cannot exceed twice the maximum value of their relevant CIDB grade.</p>

	<p>Stage 3 and 4:</p> <p>The procedure for final evaluation of responsive tenders is Method 2 (Financial offer and preference).</p> <p>The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = N_{FO} + N_P$ <p>a) N_{FO} is the number of tender evaluation points awarded for the financial offer made. The score for financial offer is calculated using the following formula:</p> $P = A * \left(1 - \frac{(P_o - P_m)}{P_m}\right)$ <p>Where:</p> <p>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> <p>P is the points awarded to the bid under consideration</p> <p>P_m is the lowest Comparative bid price</p> <p>P_o is the comparative price under consideration</p> <p>b) N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferencing Schedule in 3.18</p>
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MAINTENANCE OF SEKUTUPU OLD AGE HOME
CONTRACT No. LDPWRI-B/20453



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 -- MANDATORY REQUIREMENTS

- 2.1 Form of Offer (Fully Completed and Signed)
- 2.2 Bills of Quantities (the carried to final summary amounts in the Bill of Quantities should match amounts in the final summary as per bill section)
- 2.3 Record of Addenda to tender documents (Records of addendum must be captured in full, whether applicable of not)
- 2.4 Declaration on the status of Administration compliance (Fully completed, circled and signed)
- 2.5 CIDB grading certificate (Valid CIDB)
- 2.6 Declaration of current projects (Fully completed, circled and signed)
- 2.7 SBD 1 – Invitation to tender (Fully Completed and Signed)

B – NON- MANDATORY REQUIREMENTS

2.8 SBD 6.1 (Failure on the part of a bidder to complete 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 ATTACHMENTS
Persons who had no franchise in national elections prior to 1984 and 1994	Attach certified copy of South African ID as proof
Women	Attach Director's certified copy of South African ID as proof + company registration documents
Disabled Persons	Bidder with disability must attach medical certificate completed by registered medical practitioner which is registered with Health Professions Council of South Africa (HPCSA) as proof
Promotion of SMMEs	Attach latest financial statement as proof
Enterprises located in Limpopo Province	N.B: The physical address given in the SBD 1 will be used and it should be consistent or the same as the preferred address in the Central Supplier Database Report a) A Title deed, Letter from a Traditional Authority or Municipal Statement which must not be older than three (3) months; or b) A Formal Lease Agreement together with Lessor's Municipal Account or Letter from Traditional Authority
Promotion of Youth	Attach Director's certified copy of South African ID as proof
South African owned enterprises	Attach Director's certified copy of South African ID as proof + company registration documents

- 2.9 Attach full CSD report (For verification of the required attachments above)
- 2.10 Proposed amendments and qualifications (Proposed amendments and qualifications must be captured in full, whether applicable of not)

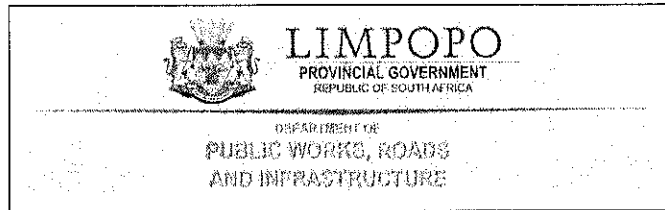
NB: Failure by the service provider to submit or complete item **2.1, 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7** will render their proposal not responsive and will not be considered.

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

C -- SPECIAL NOTES TO BIDDERS AND DEPARTMENTAL RIGHTS

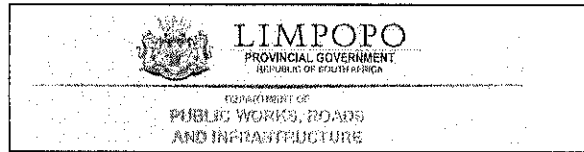
The following special conditions are for compliance and attention to bidders:

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



T 2.2: RETURNABLE SCHEDULE

	Document Name	Returnable document
1.	Fully completed Form of Offer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Priced Bills of Quantities	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Record of Addenda to tender documents (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Proposed amendments and qualifications (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.	Proof of specific goals for award of the preference points	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6.	SBD 1. Invitation to Tender	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8.	Declaration on the status of Administration compliance.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Proof of CIDB class grading: 3GB or higher.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	CSD Summary report	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11.	Valid tax pin	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12.	Declaration of current projects	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



Declaration on the status of administrative compliance

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

.....

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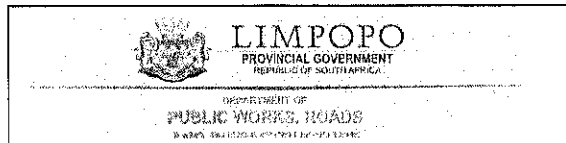
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Signed _____ Date _____

Name _____ Position _____

Enterprise _____



Record of Addenda to tender documents

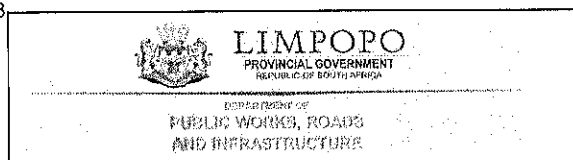
We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



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.

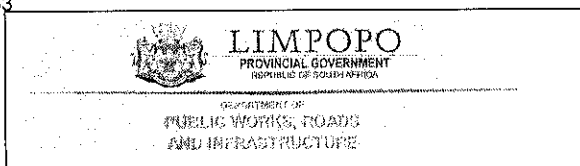
Page	Clause or item	Proposal

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

MAINTENANCE OF SEKUTUPU OLD AGE HOME
CONTRACT No. LDPWRI-B/20453



SBD 1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-B/20453	CLOSING DATE	As per Tender Advert	CLOSING TIME:	As per Tender Advert
DESCRIPTION	MAINTENANCE OF SEKUTUPU OLD AGE HOME IN SEKHUKHUNE DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr. NJ Molsopye				
TELEPHONE NUMBER	0152847126	E-MAIL ADDRESS	motsopyen@dpw.limpopo.gov.za		
CONTACT PERSON (TECHNICAL)	Ms N Sikhosana				
TELEPHONE NUMBER	015 284 7620	E-MAIL ADDRESS	sikhosanan@dpw.limpopo.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

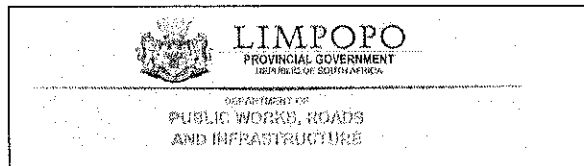
1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 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:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

80/20 or 90/10

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994	6	
Women	3	
Disabled persons	2	
Promotion of SMMEs	2	
Enterprises located in Limpopo Province	4	
Promotion of youth	1	
South African owned enterprises	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4. Name of company/firm.....

4.5. Company registration number:

4.6. TYPE OF COMPANY/ FIRM

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

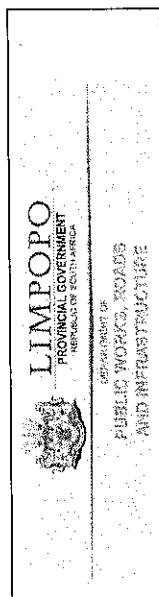
[TICK APPLICABLE BOX]

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

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

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

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



DECLARATION OF CURRENT PROJECTS

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

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

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

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
2. Please note that it is **compulsory to answer the question above** and if the answer is yes, complete the table below. Failure by the service provider/tenderer to answer the question above or complete the table below will render their proposal not responsive and will not be considered.

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

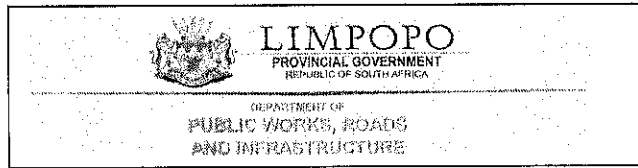
MAINTENANCE OF SEKUTUPU OLD AGE HOME

CONTRACT No. LDPWRI-B/20453

Signed	Date
Name	Position
Enterprise	

MAINTENANCE OF SEKUTUPU OLD AGE HOME

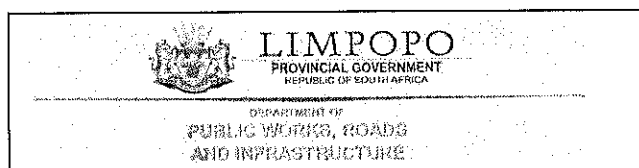
CONTRACT No. LDPWRI-B/20453



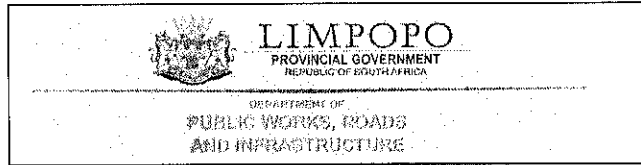
THE CONTRACT

MAINTENANCE OF SEKUTUPU OLD AGE HOME

CONTRACT No. LDPWRI-B/20453



PART C1: AGREEMENT AND CONTRACT DATA



C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

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

MAINTENANCE OF SEKUTUPU OLD AGE HOME IN SEKHUKHUNE DISTRICT,

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

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

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

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

(In figures) R.....

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

Date.....

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

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

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer

Signature

Name

Capacity

Name and address of organization

Signature and Name of Witness

Signature

Name

Capacity

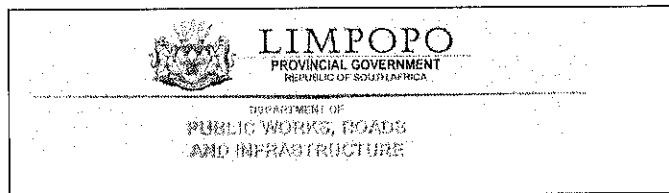
Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	

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

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

.....



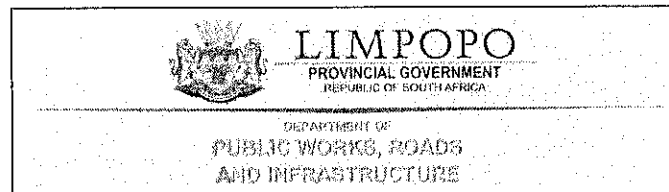
C2.1 CONTRACT DATA

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

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

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

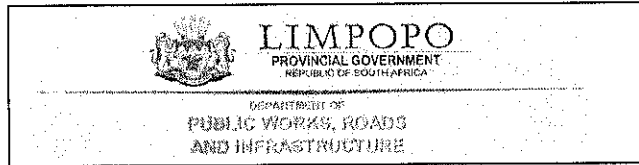
The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the **CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Gazette Notice No. 36190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



PART C2: PRICING DATA

C2.1 Pricing instruction

- The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work in accordance with the provisions of the Model Bills of Quantities or Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- The agreement is under the JBCC N/S Subcontractor Agreement for use with the JBCC PBA (Edition 4.1 code 2101 March 2005) form of contract with Preliminaries (Code 2103 May 2005) incorporating the State Provisions of cl 41.0.
- It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities.
- The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.



PART C2.2: BILLS OF QUANTITIES

ITEM NO		QUANTITY	RATE	AMOUNT
	<u>SECTION NO 1</u>			
	<u>BILL NO. 1</u>			
	<u>PRELIMINARIES</u>			
	All prices/rates to be net, excluding Value Added Tax			
	General			
	i) The agreement is to be the JBCC Series 2000 Principal Building Agreement (Edition 4.1) prepared by the Joint Building Contracts Committee, March 2005			
	ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, March 2005 edition and shall be deemed to be incorporated herein			
	iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading			
	iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary			
	v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")			
	vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time			
	vii) Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"			
	<u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u>			
	Definitions (A1)			
	Definitions and Interpretation (clause 1)			
	Clause 1.1 Definition of "Agreement" is amended by replacing it with the following:			
	Agreement means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.			
	Clause 1.1 Definition of "Bills of Quantities" is amended by adding the following:			
	...and the Pricing Instructions contained in the Pricing Data after the word measuring system.			
	Clause 1.1 Definition of "Contract Documents" is amended by adding the following:			
this Agreement and all other documents referenced therein.. after the word this document"			
	Clause 1.1 Definition of "Contract Drawings" is amended by replacing it with the following:			

Contract Drawings means the drawings upon which the tender was accepted and used in preparing the bills of quantities and are available for viewing at the offices of the Principal Agent at the time of tender

Clause 1.1 Definition of "Contract Sum" is amended by replacing it with the following:

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Contract Sum means the total of prices in the Form of Offer and Acceptance.

Clause 1.1 Definition of "Schedule" is amended by adding the following:

.....and in the Contract Data, at the end on the sentence ending with agreement

"Commencement date" means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect

Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:

Construction guarantee means guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule

Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:

Construction period means the period commencing on the commencement date and ending on the date of practical completion

Clause 1.1 Definition of "Corrupt Practice" is added:

Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

Clause 1.1 Definition of "Fraudulent Practice" is added:

Fraudulent Practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "Interest" is amended by replacing it with the following:

"Interest" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the

Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

Clause 1.1 Definition of "Principal Agent" is amended

	by replacing it with the following:			
	Principal Agent means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule.			
	Clause 1.1 Definition of "Security" is amended by replacing it with the following:			
	Security" means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expense or loss			
1	Fixed	Item		
2	Value Related	Item		
3	Time Related	Item		
	Objective and Preparation (A2 - A14)			
4	Offer, acceptance and performance (clause 2) Fixed	Item		
5	Value Related	Item		
6	Time Related	Item		
7	Documents (clause 3) Clause 3.2.1 is amended by replacing "14.1" with "14.0" Clause 3.7 is amended by the addition of the following: The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times. Clause 3.10 is amended by replacing the second reference to "principal agent" with the word "employer" Fixed	Item		
7	Documents (clause 3)			
	Clause 3.2.1 is amended by replacing "14.1" with "14.0"			
	Clause 3.7 is amended by the addition of the following:			
	The contractor shall supply and keep a copy of the JBCC Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the employer, principal agent and agents shall have access at all times.			
	Clause 3.10 is amended by replacing the second reference to "principal agent" with the word employer Fixed	Item		
8	Value Related	Item		
9	Time Related	Item		
10	Design responsibility (clause 4) Fixed	Item		
11	Value Related	Item		
12	Time Related	Item		

13	Employer's agents (clause 5) Fixed	Item
14	Value Related	Item
15	Time Related	Item
16	Contractor's site representative (clause 6) Fixed	Item
17	Value Related	Item
18	Time Related	Item
19	Compliance with laws and regulations (clause 7)Note: A separate clause has been included in Section C: Specific Preliminaries of the bills of quantities for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification Fixed	Item
20	Value Related	Item
21	Time Related	Item
22	Works risk (clause 8) Fixed	Item
23	Value Related	Item
24	Time Related	Item
25	Clause 9.0 is amended by adding Clause 9.1.4:	
25	The contractor indemnifies and holds harmless the employer against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as "Losses") arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the contractor, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by instalments or otherwise shall be included by the contractor in the price and shall be paid by him to those to whom they may be payable. The contractor shall reimburse the employer for all legal and other costs and expenses, including without limitation attorney's fees on attorney-client scale incurred by the employer in connection with investigation, defending or settling any losses in connection with pending or threatening litigation in which the employer is a party. Fixed	Item
26	Value Related	Item
27	Time Related	Item

28	following clauses10.5 Damage to the Works(a) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks as set out in 10.6(d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof10.6 Injury to Persons or loss of or damage to Properties(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of any person for whose actions the employer is legally liable(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or neglect of any person for whose actions the	Item		
29	Value Related	Item		
30	Time Related	Item		
31	Liability Insurances (clause 11) Fixed	Item		
32	Value Related	Item		
33	Time Related	Item		
34	Effecting Insurances (clause 12) Fixed	Item		
35	Value Related	Item		
36	Time Related	Item		
37	No clause (clause 13)	Item		
38	Security (clause 14) Clause 14.0 is amended by:- 1) The addition of the following clauses:- Clause 14.7.3 "Hand the site over to the contractor subject to agreement that shall be made between the employer and the contractor" Fixed	Item		
39	Value Related	Item		
40	Time Related	Item		
	Execution (A15 - A23)			
41	Preparation for and execution of the works (clause 15) Clause 15.1.1 is amended by replacing it with: No clause Clause 15.1.2 is amended by replacing it with: The security selected in terms of 14.0 Clause 15.1 is amended by the addition of the following clause: 15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) or latest edition, revision and amendments, within twenty-one (21) calendar days of commencement date Clause 15.2.1 is amended by replacing it with the following clause: Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1 Fixed	Item		
42	Value Related	Item		

43	Time Related	Item
44	Access to the works (clause 16) Fixed	Item
45	Value Related	Item
46	Time Related	Item
47	Contract instructions (clause 17) Fixed	Item
48	Value Related	Item
49	Time Related	Item
50	Setting out of the works (clause 18) The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments. The contractor shall perform tolerance control checks regularly throughout the contract period and report on this at regular interval to the Principal Agent in the approved format. Should the contractor fail to comply with this requirement to the satisfaction of the the Principal Agent, progressively as the structure is being constructed, the Employer will commission a Registered Land Surveyor to do so on the Contractor's behalf and at the Contractor's Expense. Fixed	Item
51	Value Related	Item
52	Time Related	Item
53	Assignment (clause 19) Fixed	Item
54	Value Related	Item
55	Time Related	Item
56	Nominated sub-contractors (clause 20) Clause 20.0 Clause 20.1.3 is amended by replacing it with the following: No Clause Fixed	Item
	Value Related	Item
	Time Related	Item
57	Selected sub-contractors (clause 21) Fixed	Item
	Value Related	Item
	Time Related	Item
58	Employer's direct contractors (clause 22) The Contractor shall allow the direct contractors and employers agents access to the work, allocate reasonable space in the building for storage of their materials, tools and equipment, all to the satisfaction of the Principal Agent. The contractor shall also allow the direct contractors, etc. free of charge, use of their ablution facilities and water and power supply to the and shall in no way hinder or prevent the execution of their works. Attendance may be priced against the relevant specified items in the bills of quantities. Fixed	Item
	Value Related	Item
	Time Related	Item
59	Contractor's domestic sub-contractors (Clause 23) Fixed	Item
60	Value Related	Item
61	Time Related	Item

	COMPLETION			
	Completion (A24-A30)			
62	Practical completion (clause 24) Fixed	Item		
63	Value Related	Item		
64	Time Related	Item		
65	Works completion (clause 25) Fixed	Item		
66	Value Related	Item		
67	Time Related	Item		
68	Final completion (clause 26) Fixed	Item		
69	Value Related	Item		
70	Time Related	Item		
71	Latent defects liability period (clause 27) Fixed	Item		
72	Value Related	Item		
73	Time Related	Item		
74	Sectional completion (clause 28) Fixed	Item		
75	Value Related	Item		
76	Time Related	Item		
77	<p>deemed to be omitted and replaced by the following:Inclement weather shall be defined as weather in excess of the average rainfall (volume and period) for each calendar month over the past ten (10) years as recorded by the nearest commonly recognised weather bureau in the region of the project It shall be deemed that the contractor has adequately allowed in his programme and tendered rates for expenses which might result from delays due to average or below rainfall as described aboveAdd Clause 29.9 as follows: Revision to the date for practical completion shall only be considered when work on the critical path of the agreed programme for the works is delayed."Add Clause 29.10 as follows:Clause 29.10 - AccelerationClause 29.10.1Irrespective of whether or not the principal agent rules that the contractor is entitled to an extension of time or a revision of the date for practical completion, the principal agent shall nevertheless, at any time, be entitled to instruct the contractor in writing to accelerate the progress of the remaining works to ensure that the works are completed by the original date for practical completion or revised date as the case may be.Clause 29.10.2Upon receipt of such Instruction, the contractor shall take all necessary steps to ensure that the works are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The contractor shall prove that such steps are being taken if called upon to do so.Clause 29.10.3The contractor's entitlement to compensation arising out of or in respect of any revision to the date for practical completion that may have been granted by the principal agent or alternatively where the principal agent has instructed the contractor to accelerate, shall be adjudicated strictly in terms of clause 32.Fixed</p>	Item		
78	Value Related	Item		
79	Time Related	Item		
80	Penalty for non-completion (clause 30) Clause 30 is amended by replacing reference to 36.3 at end of sentence with 36.0 Fixed	Item		
81	Value Related	Item		

82	Time Related	Item
	Payment (A31 - A35)	
83	Interim payment to the contractor (clause 31) Clause 31.9 is amended by replacing "seven (7) calender days" with "thirty (30) calender days" and by deleting the words "subject to the contractor giving the employer a tax invoice for the amount due Clause 31.12 is amended by deleting the following Payment shall be subject to the employer giving the contractor a tax invoice for the amount due Fixed	Item
84	Value Related	Item
85	Time Related	Item
86	Adjustment to the contract value (clause 32) Clause 32.0 Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence: "due to no fault of the contractor" Fixed	Item
87	Value Related	Item
88	Time Related	Item
89	Recovery of expense and loss (clause 33) Fixed	Item
90	Value Related	Item
91	Time Related	Item
92	Final account and final payment (clause 34) Clause 34.0 Clause 34.2 is amended by inserting # next to 34.2 Clause 34.13 is amended by replacing "seven (7) calendar days" with "thirty (30) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due" Fixed	Item
93	Value Related	Item
94	Time Related	Item
95	Payment to other parties (clause 35) Fixed	Item
96	Value Related	Item
97	Time Related	Item
	Cancellation (A36-A39)	
98	Cancellation by employer - contractor's default (clause 36) Clause 36.1 is amended by the additions of the following clauses: 36.1.3 refuses or neglects to comply strictly with any of the conditions of contract 36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa 36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer" Clause 36.0 is amended by the addition of the following clause: 36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed	Item
99	Value Related	Item
100	Time Related	Item

101	Cancellation by employer - loss and damage (clause 37) Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 37.0 is amended by the addition of the following clause: 37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed	Item
102	Value Related	Item
103	Time Related	Item
104	Cancellation by contractor - employer's default (clause 38) Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)" Clause 38.0 is amended by the addition of the following clause: 38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever Fixed	Item
105	Value Related	Item
106	Time Related	Item
107	Cancellation - cessation of the works (clause 39) Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one-hundred and twenty (120) working days of completion of such report" Fixed	Item
108	Value Related	Item
109	Time Related	Item
	Dispute Settlement (A40)	
110	Disputes Settlement (clause 40) Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years" Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs. Fixed	Item
111	Value Related	Item
112	Time Related	Item
	State Provision (A41)	

113	<p>Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and 40.6 and replace with the following: 40.1 Should any dispute between the employer, his agents or principal agent on the one hand and the contractors on the other arise out of this agreement, such dispute shall be referred to adjudication. 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement set out in C1.4, 40.3 If provided in the schedule, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based. 40.4 If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings. Fixed</p>	Item
114	Value Related	Item
115	Time Related	Item
	Contract Variables (A41)	
116	The Schedule (clause 42) Tenderers are referred to the Contract Data and Notes to Tenderers for variable pertaining to this contract Fixed	Item
117	Value Related	Item
118	Time Related	Item
	SECTION B: PRELIMINARIES	
	Definition and interpretation (B1)	
119	Definition and Interpretation See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section Fixed	Item
120	Value Related	Item
121	Time Related	Item
	Documents (B2)	
122	Checking of documents (B2.1) These bills of quantities: (1) contain pages and annexes as indexed, and; (2) are in multiple procurement format, i.e. all trades are fully measured with minor budgetary allowances. Items in these bills of quantities are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades, 2008 edition, as recommended and published by the Association of South African Quantity Surveyors and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained Fixed	Item
123	Value Related	Item

124	Time Related	Item
125	Provisional bills of quantities (B2.2) Fixed	Item
126	Value Related	Item
127	Time Related	Item
128	Availability of construction documentation (B2.3) The minor budgetary allowances included in this document will be separately procured, based on multiple procurement of selected sub-contractors during the construction period Fixed	Item
129	Value Related	Item
130	Time Related	Item
131	Interests of agents (B2.4) Fixed	Item
132	Value Related	Item
133	Time Related	Item
134	Priced documents (B2.5) Fixed	Item
135	Value Related	Item
136	Time Related	Item
137	Tender submission (B2.6) Notwithstanding anything contained in this clause tenders shall be valid for a period of ninety (90) days from the closing date of tenders Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance C1.1" Fixed	Item
138	Value Related	Item
139	Time Related	Item
	The site (B3)	
140	Defined works area (B3.1) Fixed	Item
141	Value Related	Item
142	Time Related	Item
143	Geotechnical investigation (B3.2) Fixed	Item
144	Value Related	Item
145	Time Related	Item
146	Inspection of the site (B3.3) Tenderers are instructed to familiarise themselves before submission of their tender with regard to the relevant local site conditions, site accessibility, the nature of operations required, availability of labour and any conditions pertaining thereto, together with conditions relating to unloading, carting and storage of materials, equipment and tools required for the works. No claims for extras arising from the contractor having failed to comply with this clause will be entertained Fixed	Item
147	Value Related	Item
148	Time Related	Item
149	Existing premises occupied (B3.4) Fixed	Item
150	Value Related	Item

151	Time Related	Item		
152	Previous work - dimensional accuracy (B3.5) Work executed under a previous contract and the extent thereof will be pointed out to the contractor by the principal agent on handing over of the site Fixed	Item		
153	Value Related	Item		
154	Time Related	Item		
155	Previous work - defects (B3.6) Fixed	Item		
156	Value Related	Item		
157	Time Related	Item		
158	Services - known (B3.7) Fixed	Item		
159	Value Related	Item		
160	Time Related	Item		
161	Services - unknown (B3.8) Fixed	Item		
162	Value Related	Item		
163	Time Related	Item		
164	Protection of trees, etc (B3.9) Fixed	Item		
165	Value Related	Item		
166	Time Related	Item		
167	Articles of value (B3.10) Fixed	Item		
168	Value Related	Item		
169	Time Related	Item		
170	Inspection of adjoining properties, etc (B3.11) Fixed	Item		
171	Value Related	Item		
172	Time Related	Item		
	Management of contract (B4)			
173	Management of the works (B4.1) Fixed	Item		
174	Value Related	Item		
175	Time Related	Item		

176	addition of the following: Programme: The contractor and the principal agent shall agree to a Contract Programme for the control of the Works. The contractor shall submit a draft of the Contract Programme and method statement to the principal agent for approval together with the tender. The contractor shall ensure that the contract programme: 1. Shall be prepared and drawn up to comply in all respects with the requirements of this Agreement. 2. shall be drawn up using logic developed during the tender period and complies with the planning requirements of the Client. 3. shall be in accordance with the dates given herein for possession and practical completion; and 4. shall be in sufficient and approved detail to ensure effective control of the work, including all items necessary to enable calculations to be made for the distribution of finance during the cashflow analysis. 5. shall be accompanied by a full written method statement. The principal agent shall examine and comment on the contract programme and method statement within two weeks of its submission. Following on these comments the contractor shall amend the contract programme and method statement as may be necessary and submit the final contract programme and method statement to the principal agent for approval within a further two weeks thereafter. The contract programme shall be processed by computer and be presented to the principal agent in the form of logic charts and bar charts in such a way as to determine the critical path and the float on non-critical activities. All supporting printouts must be available to the principal agent on demand. The acceptance by the principal agent of the contract programme, or any revision thereof, does not necessarily sanction the accuracy of validity of the network logic, the correctness of individual activities in terms of description or duration, the comprehensiveness of networks or the discrepancies between drawings and any other documents presented by the contractor, and in no way relieves the responsibility of the	Item
177	Value Related	Item
178	Time Related	Item
179	Progress meetings (B4.3) Fixed	Item
180	Value Related	Item
181	Time Related	Item
182	Technical meetings (B4.4) Fixed	Item
183	Value Related	Item
184	Time Related	Item
185	Labour and plant records (B4.5) Fixed	Item
186	Value Related	Item
187	Time Related	Item
	Samples, shop drawings and manufacturer's instructions (B5)	
188	Samples of materials (B5.1) Fixed	Item
189	Value Related	Item
190	Time Related	Item
191	Workmanship samples (B5.2) Fixed	Item
192	Value Related	Item
193	Time Related	Item
194	Shop drawings (B5.3) Fixed	Item
195	Value Related	Item

196	Time Related	Item		
197	Compliance with manufacturer's instructions (B5.4) Fixed	Item		
198	Value Related	Item		
199	Time Related	Item		
	Temporary works and plant (B6)			
200	Deposits and fees (B6.1) Fixed	Item		
201	Value Related	Item		
202	Time Related	Item		
203	Enclosure of the works (B6.2) Fixed	Item		
204	Value Related	Item		
205	Time Related	Item		
206	Advertising (B6.3) Fixed	Item		
207	Value Related	Item		
208	Time Related	Item		
209	Plant, equipment, sheds and offices (B6.4) Fixed	Item		
210	Value Related	Item		
211	Time Related	Item		
212	Main notice board (B6.5) Fixed	Item		
213	Value Related	Item		
214	Time Related	Item		
215	Subcontractors notice board (B6.6) Fixed	Item		
216	Value Related	Item		
217	Time Related	Item		
	Temporary services (B7)			
218	Location (B7.1) Fixed	Item		
219	Value Related	Item		
220	Time Related	Item		
221	Water (B7.2) Fixed	Item		
222	Value Related	Item		
223	Time Related	Item		
224	Electricity (B7.3) Fixed	Item		
225	Value Related	Item		
226	Time Related	Item		
227	Telecommunication facilities (B7.4) Fixed	Item		

228	Value Related	Item		
229	Time Related	Item		
230	Ablution facilities (B7.5) Fixed	Item		
231	Value Related	Item		
232	Time Related	Item		
	Prime cost amounts (B8)			
233	Responsibility for prime cost amounts (B8.1) Fixed	Item		
234	Value Related	Item		
235	Time Related	Item		
	Attendance on nominated and selected subcontractors (B9)			
236	General attendance (B9.1) The schedule rates providing for attendance on nominated subcontractors and other contractors, will be adjusted only if the scope of the work has changed Fixed	Item		
237	Value Related	Item		
238	Time Related	Item		
239	Special attendance (B9.2) Fixed	Item		
240	Value Related	Item		
241	Time Related	Item		
242	Commissioning - Fuel, water and electricity (B9.3) Fixed	Item		
243	Value Related	Item		
244	Time Related	Item		
	Financial aspects (B10)			
245	Statutory taxes, duties and levies (B10.1) Provision is made in the summary of these bills of quantities for the inclusion of Value Added Tax (VAT) Fixed	Item		
246	Value Related	Item		
247	Time Related	Item		
248	Payment of preliminaries (B10.2) Fixed	Item		
249	Value Related	Item		
250	Time Related	Item		
251	Adjustment of preliminaries (B10.3) Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) working days of taking possession of the site" with "when submitting his priced bills of quantities" Fixed	Item		
252	Value Related	Item		
253	Time Related	Item		
254	Payment certificate cash flow (B10.4) Fixed	Item		
255	Value Related	Item		

256	Time Related	Item		
	General (B11)			
257	Protection of works (B11.1) Fixed	Item		
258	Value Related	Item		
259	Time Related	Item		
260	Protection/isolation of existing/sectionally occupied works(B11.2) Fixed	Item		
261	Value Related	Item		
262	Time Related	Item		
263	Site security (B11.3) Fixed	Item		
264	Value Related	Item		
265	Time Related	Item		
266	Notice before covering work (B11.4) Fixed	Item		
267	Value Related	Item		
268	Time Related	Item		
269	Disturbance (B11.5) Fixed	Item		
270	Value Related	Item		
271	Time Related	Item		
272	Environmental disturbance (B11.6) Fixed	Item		
273	Time Related	Item		
274	Value Related	Item		
275	Works cleaning and clearing (B11.7) Fixed	Item		
276	Value Related	Item		
277	Time Related	Item		
278	Vermin (B11.8) Fixed	Item		
279	Value Related	Item		
280	Time Related	Item		
281	Overhand work (B11.9) Fixed	Item		
282	Value Related	Item		
283	Time Related	Item		
284	Instruction manuals and guarantees (B11.10) Fixed	Item		
285	Value Related	Item		
286	Time Related	Item		
287	As built information (B11.11) Fixed	Item		
288	Value Related	Item		
289	Time Related	Item		

290	Tenant installations (B11.12) Fixed	Item
291	Value Related	Item
292	Time Related	Item
	Schedule of variables (B12)	
293	Pre-tender information (B12.1) This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries. Fixed	Item
294	Value Related	Item
295	Time Related	Item
	12.1.1 Provisional bills of quantities (B12.1.1) The quantities are provisional: Yes	
	12.1.2 Availability of construction documentation (B12.1.2) Construction documentation is complete: Yes	
	12.1.3 Interest of agents (B12.1.3) No	
	12.1.4 Defined works area (B12.1.4) 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	
	12.1.5 Geotechnical investigation (B12.1.5) The geotechnical report is available for viewing at the offices of the Principal Agent Yes	
	12.1.6 Existing premises occupied (B12.1.6) [3.4] Specific requirements: The contractor shall execute the works with as little noise and disturbance as possible	
	12.1.6 Existing premises occupied [3.4] Specific requirements: The contractor shall execute the works with as little noise and disturbance as possible	
	12.1.7 Previous work - Dimensional accuracy (B12.1.7) [3.5] Details: No additional details No	
	12.1.8 Previous work - defects [3.6] Details: No additional details	
	12.1.9 Services - known (B12.1.9) Existing services and points of connection are shown on the site plan and/or will be pointed out on site by the principal agent	
	12.1.10 Protection of trees [3.9] Specific requirements: No trees to be damaged or removed except those specifically designated in writing by the Architect	
	12.1.11 Inspection of adjoining properties [3.11] Specific requirements: None	
	12.1.12 Enclosure of the works [6.2] Specific requirements: Areas where work is taking place shall at all times be blocked off by appropriate means	
	12.1.13 Offices [6.4.3] Specific requirements: The contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the principal agent, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.	

	12.1.14 Main notice board [6.5] Specific requirements: The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board size 3 x 3m constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces. The board is to be painted ivory white and the bead and 12mm wide dividing lines dark green. All wording shall be inscribed in dark green as per the coat of arms for SA. All wording shall be inscribed in dark green painted sans serif lettering.	
	12.1.15 Subcontractors' notice board [6.6] A notice board is required (yes/no) NO Specific requirements:	
	12.1.16 Water [7.2] Option A (by contractor) (yes/no) YES	
	12.1.17 Electricity [7.3] Option A (by contractor) (yes/no) YES	
	12.1.18 Telecommunications [7.4] Telephone (yes/no) YES Facsimile (yes/no) YES E-mail (yes/no) YES	
	12.1.19 Ablution facilities [7.5] Option A (by contractor) (yes/no) YES Option B (by employer) (yes/no) NO	
	12.1.20 Protection of existing/sectionally occupied works [11.2] Protection is required (yes/no) YES	
	12.1.21 Special attendance The contractor must obtain information from all subcontractors at tender stage regarding special attendance that might be required and make allowance for each and every subcontract that requires special attendance [9.2] Subcontractor (1) Details: Subcontractor (2) Details: Subcontractor (3) Details:	
	12.1.22 Protection of the works [11.1] Specific requirements: All work that requires protection during construction must be adequately protected up to practical completion by the contractor	
	12.1.23 Disturbance [11.5] Specific requirements: The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent	
	12.1.24 Environmental disturbance [11.6] Specific requirements: None	
296	Post-tender Information (B12.2) All post-tender information for this section will be determined once tender is awarded Fixed	Item
297	Value Related	Item
298	Time Related	Item
	12.2.1 Payment of preliminaries [10.2] Option A (prorated) (yes/no) YES Option B (calculated) (yes/no) NO	
	12.2.2 Adjustment of preliminaries [10.3] Option A (three categories) (yes/no) YES Option B (detailed breakdown) (yes/no) NO	
	12.2.3 Additional agreed preliminaries items Details: None	

299	Other post tender information (B12.3) All post-tender information for this section will be determined once tender is awarded Fixed	Item
300	Value Related	Item
301	Time Related	Item
	<u>SECTION C: SPECIFIC PRELIMINARIES</u>	
	Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item	
302	Clause C1 - Contract drawings The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly understood by the the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent Fixed	Item
303	Value Related	Item
304	Time Related	Item
305	Clause C2 - General Preambles The "Model Preambles for Trades (2008 Edition)" and Supplementary preambles as specified in the trades is deemed to be included herein and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used. Fixed	Item
306	Value Related	Item
307	Time Related	Item
308	Clause C3 - Site instructions All site instructions issued on site shall be recorded in writing within seven (7) calendar days in site instruction book (A4 size and triplicate carbon format), which is to be provided and maintained by the contractor. The said site instruction book shall be kept on site at all times for the exclusive use of recording site instructions only Site instructions may be issued by the architect or any of the consultants only. Copies of the site instructions are to be submitted to the architect and quantity surveyor within seven (7) calendar days of such recording in the site instruction book Fixed	Item
309	Value Related	Item
310	Time Related	Item
311	Clause C4 - Trade Names Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for Fixed	Item
312	Value Related	Item
313	Time Related	Item
314	Clause C5 - Overtime Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorized and indicated in writing, prior to the execution thereof, that costs for such overtime will to be borne by the employer Fixed	Item
315	Value Related	Item
316	Time Related	Item

317	Clause C6 - As-built drawings The position of construction breaks and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the principal agent and the structural engineer for their records Fixed	Item
318	Value Related	Item
319	Time Related	Item
320	Clause C5 - Labour record At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day Fixed	Item
321	Value Related	Item
322	Time Related	Item
323	Clause C6 - Plant record At the end of each calendar week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works Fixed	Item
324	Value Related	Item
325	Time Related	Item
326	Clause C7 - Non-cession of monies The contractor shall not cede nor assign his rights or claims to any monies due or to become due to him under this contract Fixed	Item
327	Value Related	Item
328	Time Related	Item
329	Clause C8 - Occupational Health and Safety Act The contractor shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the latest Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment. Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained. Fixed	Item
330	Value Related	Item
331	Time Related	Item
332	Clause C9 - Viewing of the school areas The site is situated in a school area and the tenderer must arrange with the Principal or other responsible school staff to obtain permission to enter the site for tendering purposes Fixed	Item
333	Value Related	Item
334	Time Related	Item

335	Clause C10 - Commencement of Works in School Areas As the works falls within a school area the contractor must give the Principal or other responsible staff member notice before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor"Account Fixed	Item
336	Value Related	Item
337	Time Related	Item
338	Clause C11 - Entrance Permits to School Areas As the works falls within a school area the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Principal, or chief security officer Fixed	Item
339	Value Related	Item
340	Time Related	Item
341	Clause C12 - Security Check of Personnel The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works Fixed	Item
342	Value Related	Item
343	Time Related	Item
344	Clause C13 - HIV/Aids Awareness It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW 1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C10.1 to C10.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment Fixed	Item
345	Value Related	Item
346	Time Related	Item
347	Clause C13.1 - Awareness Champion Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification Fixed	Item
348	Value Related	Item
349	Time Related	Item

350	Clause C13.2 - Awareness Workshop Selection and appointment of a competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification Fixed	Item
351	Value Related	Item
352	Time Related	Item
353	Clause C13.3 - Posters, booklets, videos, etc. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed	Item
354	Value Related	Item
355	Time Related	Item
356	Clause C13.4 - Access to Condoms Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed	Item
357	Value Related	Item
358	Time Related	Item
359	Clause C13.5- Monitoring Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification Fixed	Item
360	Value Related	Item
361	Time Related	Item
Carried to Final Summary		

R

	Unit	Qty	Rate	Amount
<u>SECTION 2</u>				
<u>EXTERNAL WORKS (septic tank)</u>				
<u>BILL NO. 1</u>				
<u>EARTHWORKS (PROVISIONAL)</u>				
<u>SUPPLEMENTARY PREAMBLES</u>				
<u>Nature of ground</u>				
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".				
<u>Subterranean water</u>				
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				
<u>Carting away of excavated material</u>				
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.				
<u>Testing</u>				
Prices for filling are to include for all necessary density and other tests.				
<u>Excavations ETC (Excavation in earth not exceeding 2m deep)</u>				
1 Trenches	m3	183		
<u>Extra over trench and hole excavations in earth for excavation in</u>				
2 Soft rock	m3	1		
3 Hard rock	m3	1		
<u>Extra over all excavations for carting away</u>				
4 Surplus material from excavations and/or stock piles on site, to a dumping site situated approximately 10 km from the building site.	m3	183		
Carried Forward			R	
SECTION 2				
EARTHWORKS (PROVISIONAL)				
BILL NO. 1				
MAINTENANCE OF SEKUTUPU OLD AGE HOME				

Brought Forward			R
<u>Risk of collapse of excavations</u>			
5	Sides of trench and hole excavations exceeding 1,5m deep.	m2	11
<u>Keeping excavations free of water</u>			
6	Keeping excavations free of all water other than subterranean water	Item	1
7	Polyester filter on the sides of the soakway as prescribed by the engineer.	m2	1
<u>Filling ETC</u>			
<u>Selected earth filling obtained from the excavations and/or prescribed stock piles on site, including haulage approximately 30 m from the perimeter of the excavations or stock piles, compacted to 90% Mod AASHTO density</u>			
8	Import fill material G6 or better material & compact as indicated up to final level.	m3	31
<u>Compaction of ground surfaces</u>			
9	Rip and recompact insitu material to 91% Mod AASHTO density.	m2	99
<u>Test</u>			
<u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u>			
Modified AASHTO Density test per set			
10	Modified AASHTO Density test per set	No	4
Carried To Section Summary			R
SECTION 2			
EARTHWORKS (PROVISIONAL)			
BILL NO. 1			
MAINTENANCE OF SEKUTUPU OLD AGE HOME			

	Unit	Qty	Rate	Amount
<u>SECTION 2</u>				
<u>EXTERNAL WORKS (septic tank)</u>				
<u>BILL NO. 2</u>				
<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
<u>Cost of tests</u> 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)				
<u>Lightweight concrete</u> 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.				
<u>Formwork</u> 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. 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".				
Carried Forward			R	
SECTION 2				
CONCRETE, FORMWORK AND REINFORCEMENT				
BILL NO. 2				
MAINTENANCE OF SEKUTUPU OLD AGE HOME				

Brought Forward			R
<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>			
<u>25 MPa/19 mm concrete</u>			
1	200mm thick slab	m3	20
2	100mm thick slab	m3	10
<u>FABRIC REINFORCEMENT</u>			
3	Mesh 395 fabric reinforcement in concrete	m2	99
<u>TEST CUBES</u>			
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.			
4		Sets	6
<u>SUNDRIES</u>			
5	750mm concrete manhole cover complete set with key	no	3
<u>Budgetary allowance</u>			
6	Allow an amount of R 50 000 (Fifty Thousand Rand) for purification tanks surface bed	Item	1 50000
Carried To Section Summary			R
SECTION 2 CONCRETE, FORMWORK AND REINFORCEMENT BILL NO. 2 MAINTENANCE OF SEKUTUPU OLD AGE HOME			

	Unit	Qty	Rate	Amount
<u>SECTION 2</u>				
<u>EXTERNAL WORKS (septic tank)</u>				
<u>BILL NO. 3</u>				
<u>MANSORY</u>				
<u>BRICKWORK</u>				
<u>Sizes in descriptions</u>				
Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
<u>Bagged and sealed walls</u>				
Walls in two skins described as "bagged and sealed" shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating				
<u>Face bricks</u>				
Bricks shall be ordered timeously to obtain uniformity in size and colour				
<u>Pointing</u>				
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
<u>BRICKWORK</u>				
<u>Brickwork of NFX bricks (14 MPa nominal compressive strength) in class II mortar in loadbearing walls etc</u>				
1 One brick walls	m2	48		
2 Half brick walls	m2	21		
<u>Brickwork reinforcement</u>				
3 150 mm Wide reinforcement built in horizontally	m	152		
4 75 mm Wide reinforcement built in horizontally	m	76		
Carried To Section Summary			R	
SECTION 2				
MANSORY				
BILL NO. 3				
MAINTENANCE OF SEKUTUPU OLD AGE HOME				

SECTION 2**EXTERNAL WORKS (septic tank)****BILL NO. 6****PLUMBING AND DRAINAGE****PVC**

- 1 110mm pipe
- 2 50mm pipe

Unit	Qty	Rate	Amount
------	-----	------	--------

m	20		
m	5		

PVC fittings

- 3 Double socket
- 4 Tee junction

No	3		
No	5		

Budgetary allowance

- 5 Allow an amount of R 40 000 (Forty Thousand Rands Only) for diverting of existing sewer
- 6 Allow an amount of R 5 000-00 (Five Thousand Rands Only) for plumbing and drainage fittings

1	40000		
1	5000		

Carried To Section Summary

R

SECTION 2
PLUMBING AND DRAINAGE
BILL NO. 6
MAINTENANCE OF SEKUTUPU OLD AGE HOME

<u>SECTION SUMMARY</u>		Page	
<u>EXTERNAL WORKS (SEPTIC TANK)</u>			
1	EARTHWORKS	24	R
2	CONCRETE, FORMWORK AND REINFORCEMENT	26	R
3	MANSORY	27	R
4	WATERPROOFING	28	R
5	PLASTERING	29	R
6	PLUMBING AND DRAINAGE	30	R
Carried To Final Summary			R
SECTION 2			
SECTION SUMMARY			
MAINTENANCE OF SEKUTUPU OLD AGE HOME			

SECTION 3**EXTERNAL WORKS (SEPTIC TANK)****BILL NO. 1****PROVISIONAL SUMS****SEWER PACKAGED PLANT**

1	Provide a sum of R 1, 000, 000 (One Million Rand) for sewer package plant by Specialist	Item	1	1000000	1,000,000
2	Allow profit on the above if required	Item	1		
3	Allow attendance	Item	1		

ELECTRICAL WORK

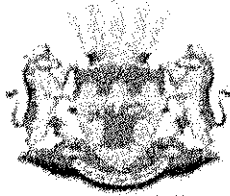
4	Provide the sum of R 20, 000.00 (Twenty Thousand Rand) for electrical installation	Item	1	20000	20,000
5	Allow for profit on above if required	Item	1		
6	Allow attendance	Item	1		

Carried To Section Summary

R

SECTION 3**PROVISIONAL SUMS****BILL NO. 1****MAINTENANCE OF SEKUTUPU OLD AGE HOME**

PART C3 SCOPE OF WORKS



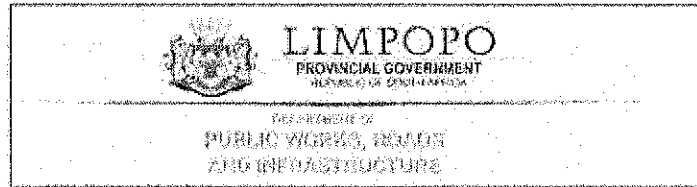
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PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

SCOPE OF WORKS: SEKUTUPU OLD AGE HOME

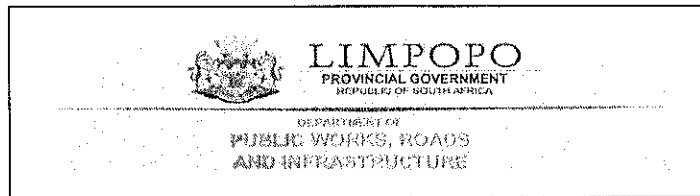
- Disconnect sewer connection from existing sewer ponds
- Provide new sewer packaged plant
- Provide power supply to the sewer packaged plant
- Construction of three compartment septic tank



PART C3.1: SPECIAL NOTES TO BIDDERS

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

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



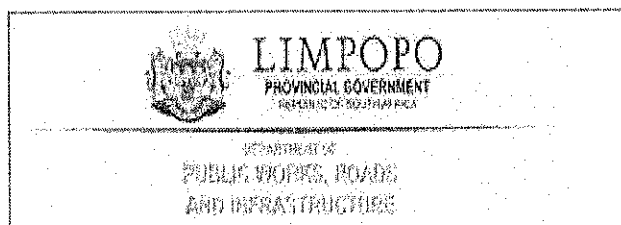
PART C3.2: OHS SPECIFICATIONS



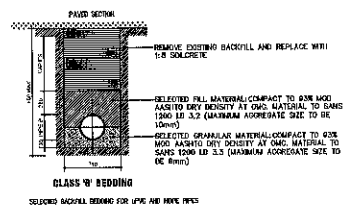
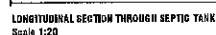
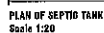
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PUBLIC WORKS, ROADS
AND INFRASTRUCTURE

PART C4 SITE INFORMATION



C4.1 DRAWINGS



SELECTED BACKLIT BITING FOR LEADS AND MORE PEST

Id.	DATE	ANAGEMENT	LEFT
A	06/07/2012	DISAPPOINTED & BROWN JONES	Left On

