



REQUEST FOR QUOTATION
FOR
REPAIRS AND MAINTENANCE WORK AT LESEDI PRE-SCHOOL

2GB OR HIGHER

DISTRICT: ALFRED NZO WEST

RFQ NO: 2025/07/1289

Consisting of:

Single Volume: The Request for Quotation (Returnable) - This document

TENDERER:

CRS NO:

Compiled for:

SUPPLY CHAIN MANAGEMENT
Eastern Cape Department of Education
Steve Tshwete Complex, Zone 6
ZWELITSHA
5608

Website: www.edu.ecprov.gov.za

Compiled by:

JULY 2025

REQUEST FOR QUOTATION

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REQUEST FOR QUOTATION

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Part 1: RFQ PROCEDURE

T1.1: Request for Quotation Notice and Invitation to Quote (SBD1)



REQUEST FOR QUOTATION NOTICE

DEPARTMENT OF EDUCATION **EASTERN CAPE PROVINCE**

The Eastern Cape Department of Education (ECDOE) invites contractors to tender for the **APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL.**

RFQ NO: 2025/07/1289
[CIDB Grade: 2GB or Higher]

Project Leader (DoE)

Ms. V. Tandwa

Tel: 078 346 5146

Email: Vuyokazi.tandwa@ecdoe.gov.za

RFQ documents are downloadable free of charge from the Eastern Cape Department of Education website (<https://eceducation.gov.za/tenders>). RFQ documents will be available on **24 July 2025** at **09h00am**. No RFQ documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to: asanda.pokwana@ecdoe.gov.za **Technical enquiries:** may be addressed in writing to **Ms. V. Tandwa**, email – Vuyokazi.tandwa@ecdoe.gov.za

Completed Request for Quotation documents in a sealed envelope endorsed with the project name, Request for Quotation number and description must be deposited in the Tender Box, **Department of Education, Steve Tshwete Complex, Zone 6, Zwelitsha**, not later than **11h00** on **Thursday, 07 August 2025**

Telegraphic, telexed or faxed tenders will not be considered. The ECDoE does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

Procurement Contact Official

Ms A. Pokwana

Tel: 040 608 4524

asanda.pokwana@ecdoe.gov.za

Infrastructure Contact Official

Ms V Tandwa

Tel: 040 608 4707

Vuyokazi.tandwa@ecdoe.gov.za

PART A INVITATION TO QUOTE

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
RFQ NUMBER:	RFQ NO: 2025/07/1289	CLOSING DATE:	07 August 2025	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL				
QUOTATION RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE RFQ BOX SITUATED AT (STREET ADDRESS)					
Department of Education					
Steve Tshwete Education Complex					
Zone 6					
Zwelitsha					
TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms A. Pokwana		CONTACT PERSON	Ms. V Tandwa	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4707	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Asanda.pokwana@ecdoe.gov.za		E-MAIL ADDRESS	Vuyokazi.tandwa@ecdoe.gov.za	
SUPPLIER INFORMATION					
NAME OF TENDERER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR TENDERING

1. RFQ SUBMISSION:

- 1.1. RFQS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE RFQS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL RFQS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE RFQ DOCUMENT.**
- 1.3. THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 TENDERERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 TENDERERS 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 TENDERERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE RFQ.
- 2.5 IN RFQS 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 TENDERER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO RFQS 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 RFQ INVALID.

SIGNATURE OF THE TENDERER:

.....

CAPACITY UNDER WHICH THIS RFQ IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

T1.2 Request for Quotation Data

T1.2: REQUEST FOR QUOTATION DATA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL		
RFQ No:	2025/07/1289		
Advertising date:	24 July 2025	Closing date:	07 August 2025
Closing time:	11h00	Validity period	90 Days

Clause number																								
	The conditions of Request for Quotation applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423. The Standard Conditions of RFQ make several references to the RFQ Data for details that apply specifically to this RFQ. The RFQ Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of RFQ. Each item of data given below is cross-referenced to the clause in the Standard Conditions of RFQ to which it mainly applies.																							
C.1.2	The employer is the Eastern Cape Province Department of Education																							
C.1.3.1	The Request for Quotation documents issued by the employer comprise: THE REQUEST FOR QUOTATION (SINGLE VOLUME) Part 1: Quotation Procedure T1.1 Request for Quotation Notice and Invitation to Quotation (SBD1) T1.2 Request for Quotation Data Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.1c General Conditions of Contract C1.2 Contract Data C1.3 Form of Guarantee Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents: <table><tr><td>SBD4</td><td>Declaration of interest</td><td>Mandatory Requirement</td></tr><tr><td>SBD6.1</td><td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td><td>Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.</td></tr><tr><td>T2.2.1</td><td>Certificate of authority for signatory</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.2</td><td>Certificate of authority for joint ventures (if applicable)</td><td>Mandatory Requirement</td></tr><tr><td>T2.2.5</td><td>Record of addenda to Request for Quotation documents</td><td>Additional documents</td></tr><tr><td>T2.2.6</td><td>Capacity of Tenderer</td><td>Additional documents</td></tr><tr><td>T2.2.7</td><td>Relevant project experience - completed projects</td><td>Additional documents</td></tr></table>			SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures (if applicable)	Mandatory Requirement	T2.2.5	Record of addenda to Request for Quotation documents	Additional documents	T2.2.6	Capacity of Tenderer	Additional documents	T2.2.7	Relevant project experience - completed projects	Additional documents
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	T2.2.8	Relevant project experience - current projects	Additional documents
	T2.2.9	Schedule of plant & equipment	Additional documents
	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement
	T2.2.11	CIDB grading certificate	Mandatory Requirement
	T2.2.12	Other certificates (certified copies to be inserted by tenderer), etc	Mandatory Requirement
		Valid Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
	PRICING SCHEDULE	Priced BoQ	Mandatory Requirement
THE CONTRACT Part 4: Scope of Work C3.1 Scope of work C3.2 Health and Safety Specification C3.4 Contractors Reports Part 5: Pricing data C2.1 Pricing instructions C2.2 Preliminaries / Bill of Quantities / Final Summary Part 6: Site information C4 Site information C5 Drawings			
C.1.4	The employer's agent is:		
	Name:	Z. Mzazela (Eastern Cape Province Department of Education)	
	Capacity:	Principal Agent	
	Address:	Steve Tshwete Building	
	Tel:	(040) 608 4707	
	Fax:		
	E-mail:	zimasa.mzazela@ecdoe.gov.za	
C.2.1	Only those Tenderers who satisfy the following eligibility criteria should submit Request for Quotations: - Submit an offer only if the Tenderer satisfies the criteria stated in the Request for Quotation Data and the Tenderer, or any of his principals, is not under any restriction to do business with the employer. - The Tenderer is registered with the CIDB, in a 2GB or Higher class of construction work. - The Tenderer is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) - The Tenderer accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. - Tenderer adhere to the pre-qualification criteria stated in the Request for Quotation document, if any.		
C.2.1	Joint ventures are eligible to submit RFQs provided that: - Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. - The combined contractor grading designation of the members calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum RFQ for a 2GB or Higher class of construction work.		

	3. The members/parties have signed a joint venture agreement.
C.2.7	The arrangements for the compulsory clarification meeting, if any, are as stated in the Request for Quotation Notice (T1.1). A Request for Quotation will not be considered if the Tenderer or their representative has not attended the compulsory briefing session. Tenderers must sign the attendance register in the name of the Tendering entity. Addenda will be issued to and Request for Quotations will be received only from those Tendering entities appearing on the attendance register. Request for Quotation documents will not be issued at the clarification meeting.
C.2.8	Request clarification at least 3 calendar days before the closing time.
C2.11	All documents must be completed and signed in black permanent ink. No correction fluid must be used in the document. Incomplete RFQ responses may be disqualified or evaluated solely on the information contained in the RFQ. The ECDoE may disregard any content in the Request for Quotation that is illegible and will be under no obligation whatsoever to seek clarification from the Tenderer.
C.2.12	If a Tenderer wishes to submit an alternative Request for Quotation offer, the only criteria permitted for such alternative Request for Quotation offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative Request for Quotation offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative Request for Quotation offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount RFQ for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative RFQ offer permitted: Yes ☐ No ☒
C.2.13 C.2.15	The employer's address for delivery of Request for Quotation offers and identification details to be shown on each Request for Quotation offer package are as per Request for Quotation Notice (T1.1) and Invitation to RFQ (SBD 1)
C.2.13.5	Request for Quotation offers shall be submitted as originals only.
C.2.13.6	A two-envelope system is not required.
C.2.13.9	Telephonic, telegraphic, telex, facsimile, emailed, electronic copy or late offers will not be accepted.

C.2.15	The closing time for submission of Request for Quotation offers is as per the Request for Quotation Notice (T1.1) and the Invitation to Quote (SBD 1).
C.2.16	The Request for Quotation offer validity period is as per the Request for Quotation Notice (T1.1) and the Invitation to Quote (SBD 1).
C.2.17	Provide clarification of the Request for Quotation offer in response to do so from the employer during the evaluation of Request for Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the Request for Quotation offer is sought, offered, or permitted.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Quotation.
C.3.4	The time and location for opening of the Request for Quotation offers are as per the Request for Quotation Notice (T1.1).
C.3.11	Financial Offer and Preference will be evaluated as follows: The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution. The score for price is calculated using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where: P_s = Points scored for price of RFQ under consideration; P_t = Price of RFQ under consideration and P_{min} = Price of lowest acceptable RFQ. A trust, consortium or joint venture will qualify for points for their Specific Goals.
C.3.13	Request for Quotation offers will only be accepted if: 1. The Tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The Tenderer has not: a. Abused the Employer's Supply Chain Management System; or b. Failed to perform on any previous contract and has been given a written notice to this effect; 3. The Tenderer has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the Request for Quotation process; 4. The Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; The Tenderer is in good standing with the Compensation Fund.
C.3.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Tenderer.

T1.3 RFQ EVALUATION CRITERIA

T1.3: RFQ EVALUATION CRITERIA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL		
RFQ No:	2025/07/1289		
Advertising date:	24 July 2025	Closing date:	07 August 2025
Closing time:	11h00	Validity period	90 Days

	RFQ EVALUATION CRITERIA									
	This RFQ will be evaluated in Two (2) phases as follows: Phase One: Compliance, and responsiveness to the RFQ rules and conditions, thereafter they will be evaluated on PPPFA. Phase Two: Tenderers passing the stage above will thereafter be evaluated on PPPFA. <table><tr><td>Maximum points on price</td><td>-</td><td>80 points</td></tr><tr><td>Maximum points for Specific goals</td><td>-</td><td>20 points</td></tr><tr><td>Maximum points</td><td>-</td><td>100 points</td></tr></table> Phase 1: Compliance, and responsiveness to the RFQ rules and conditions Tenderers must comply with the following RFQ conditions in order to proceed to Phase Two Of Evaluation:– 1. Priced Bills of Quantities must be submitted. 2. Tenderers are required to have a CIDB contractor Grading designation 2GB or Higher. Proof of Cidb Registration or CRS number must be submitted with the RFQ. 3. RFQs which are late will not be accepted. 4. A valid Letter of Good Standing from the Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 must be submitted with RFQ 5. Failure to complete <u>all</u> supplementary information and the RETURNABLE SCHEDULES may result in the Request for Quotation being eliminated. 6. Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender Failure to submit the following completed and signed compulsory documents will result in elimination of the RFQ:	Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points								
Maximum points for Specific goals	-	20 points								
Maximum points	-	100 points								

FORM C1.1	Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of the tender	Mandatory Requirement									
SBD4	Declaration of interest	Mandatory Requirement									
SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.									
T2.2.1	Certificate of authority for signatory	Mandatory Requirement									
T2.2.2	Certificate of authority for joint ventures (if applicable)	Mandatory Requirement									
T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement									
T2.2.11	CIDB grading certificate 2GB or higher or CRS No.	Mandatory Requirement									
T2.2.12	Other certificates (certified copies to be inserted by Tenderer), etc	Mandatory Requirement									
	A valid Letter of Good Standing from Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993	Mandatory Requirement									
	Priced BoQ	Mandatory Requirement									
Phase Two: Tenderers passing the stage above will thereafter be evaluated on PPPFA. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS: <table> <tr> <td>Maximum points on price</td> <td>-</td> <td>80 points</td> </tr> <tr> <td>Maximum points for Specific goals</td> <td>-</td> <td>20 points</td> </tr> <tr> <td>Maximum points</td> <td>-</td> <td>100 points</td> </tr> </table>			Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points									
Maximum points for Specific goals	-	20 points									
Maximum points	-	100 points									

Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the:
APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL

The Tenderer, identified in the offer signature block, has examined the documents listed in the Request for Quotation Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Request for Quotation.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....Rand (in words);

R(in figures)

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 Request for Quotation 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 and address of organization)

Name and
signature of
witness Date

ACCEPTANCE

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 contractor 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 agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information 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 Request for Quotation Data and any addenda thereto as 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 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of 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 contractor) within 5 (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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

.....
(Name and address of organization)

Name and
signature of
witness Date

Schedule of Deviations

Notes:

- 1. The extent of deviations from the Request for Quotation documents issued by the employer before the Request for Quotation closing date is limited to those permitted in terms of the conditions of Request for Quotation.*
- 2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.*
- 3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Request for Quotation documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.*
- 4. Any change or addition to the Request for Quotation documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.*

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 Request for Quotation Data and addenda thereto as listed in the Request for Quotation 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 Request for Quotation/ RFQ 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.

C1.1a Final Summary of Bills of Quantities

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

(As contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts in Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

C.1.6.2.2 All responsive Tenderers or at least a minimum of not less than three responsive Tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these

conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 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.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

- C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all Tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the

tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by Tenderers, then advise Tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on Specific Goals status level. Return unopened financial proposals to Tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to Tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value

	outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

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C1.2 Contract Data

PART C1.2: CONTRACT DATA

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
Principal Building Agreement
Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
Reference number	RFQ NO:2025/07/1289
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Matatiele
Site address	Refer to document C4 – Site Information
Local authority	Matatiele LM

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Education
Business registration number	N/A
VAT/ number	N/A
Country	South Africa
Employer's representative: Name	Ms S Maasdorp - Head of Department Eastern Cape Department of Education
Telephone number	+27 40 608 4200

Physical address	EASTERN CAPE DEPARTMENT OF EDUCATION: SUPPLY CHAIN MANAGEMENT OFFICE, STEVE VUKILE TSHWETE EDUCATION COMPLEX, ZONE 6 ZWELITSHA.
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A4.0 Principal Agent [1.1]

Name	TBC		
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A5.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A6.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A7.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A8.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A9.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
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A10.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

A12.0 Agent [1.1]

Discipline			
Name			
Legal entity of above			
Practice number			
Country			
Postal address			
Physical address			

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations, and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 7

[illegible]

B 5.0 Employer's Agents [6.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent

Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]
None

B 6.0 Insurances [10.0]

Insurances by employer			Amount including tax	Deductible amount including tax
Yes / No:	No			
Contract works insurance:				
	New works [10.1.1] (Contract sum or amount)			
or	Works with practical completion in sections [10.2] (contract sum or amount			
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)			
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance			
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

and/or

Insurances by Contractor		Amount including tax	Deductible amount including tax
Yes / No:	Yes		
	New works [10.1.1] (Contract sum or amount)	N/A	N/A
or	Works with practical completion in sections [10.2] (contract sum or amount)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim

or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above		N/A	
Total of the above contract works insurance amount			To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]			No	
Public liability insurance [10.1.3; 10.2]			R5 million	
Removal of lateral support insurance [10.1.4; 10.2]			No	
Other insurances [10.1.5]				
Yes/ No?	No	If yes, description 1		
Yes/ No?	No	If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and ECDOEs personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements. All allowances for the safe removal and disposal of asbestos material are deemed to be priced in the removal of existing roofing and other asbestos containing material. Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities. Allowance must be made for periodic adjustment of any hoardings aligned to the project phasing and for their eventual removal and for making good. 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.		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	07h30 to 17h00 Weekdays only. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the management of the school, in advance. No costs shall be claimable connected thereto.		

Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	Yes
If yes, description	Existing services that are to be preserved are indicated in the existing service layout plan.		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes
If yes, description	Work areas and restricted areas are defined on the drawing specifying the site establishment.		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Electrical and Lightning Protection
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		

B 10.0 Direct contractors [16.0]

Yes / No?	No	If yes, description of extent of work
Extent of work [12.1.11]		

Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days -	Period in months	Penalty amount per calendar day (excl. tax)
		90 Days	3 Months	R5.75c

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B16.0 [B4.1]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				

Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve practical completion not covered in the definition of practical completion
No further Criteria

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect to all works.	

B 14.0 Payments [25.0]

Date of month for issue of regular payment certificates [25.2]	15th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	No	Base Month:
If yes, method to calculate			
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Dispute Resolution [30.6]		
Adjudication [30.6.1; 30.10] Name of nominating body	N/A	
Applicable rules for adjudication [30.6.2]	N/A	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	No
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Yes, Might have to work on specific blocks at a given time allocation	
Enclosure of the works - specific requirements [B4.2]		The contractor will be restricted to work only within the area demarcated for that specific project work section as per site establishment drawings.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		YES	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements (Cellular,Email)	
Protection of the works - specific requirements [B11.1]		Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document	

Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Disturbance - specific requirements [B11.5]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Environmental disturbance - specific requirements [B11.6]	N/A

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT PERIOD: The period commencing on the date of the Employer accepting the offer by signing the Form of Offer and Acceptance and ending on the date of final completion

COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule

DEFAULT INTEREST: No Clause

GUARANTEE FOR CONSTRUCTION: A security in terms of the ECDOE's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: 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), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / RFQ, issued and signed by the Employer

PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. 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 the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained

5.0 Documents

Replace Clause 5.4 with the following:

The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference

Replace Clause 5.5 with the following:

The parties may publish or disclose on any platform only the contract scope and contract amount

6.0 Employer's Agents

Replace Clause 6.5 with the following:

Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer shall appoint another principal agent and/or an agent

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

8.0 Works Risk

Replace Clause 8.4 with the following:

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

9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

The employer's rights to claim damages for the contractor's omissions and actions will not be affected.

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.1.5.1.1 Damage to **the works**

The contractor shall, from the date of possession of the **site** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

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

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Replace Clauses 11.1, 11.1.1, 11.1.2, 11.2.1 and 11.2.2 with the following:

The security to be provided by the contractor to the employer will be a fixed construction guarantee of 10% of the contract value.

11.3 No Clause

11.4 No Clause

11.5 No Clause

11.6 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

12.0 Obligations of the Parties

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

Give possession of the site to the contractor within ten (10) working days after the appointment of all SMME contractor packages, approval of the Health and Safety Plan and Department of Labour - Notice of Commencement of Construction, after the contractor complied with the terms of 12.2.22

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

The priced Bills must be submitted as part of the returnable documents. Where the priced document contains errors or discrepancies and/or prices considered by the employer or principal agent to be imbalanced or unreasonable the employer or principal agent and the contractor shall adjust such prices without any change to the contract sum

Replace Clause 12.2.5 with the following:

Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0) [CD]

Replace Clause 12.2.13 with the following:

Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor

Add the following as Clause 12.2.22:

Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

Add the following as Clause 12.2.23:

The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0]

19.0 Practical Completion

Replace Clause 19.5 with the following:

On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.

21.0 Defects Liability Period and Final Completion

Clause 21.0

Replace Clause 21.1 with the following:

The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6], whichever is the later (if we use works completion)

Replace Clause 21.6 with the following:

On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent

And/or

On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:

- (1) inspect the works and within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or
- (2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

The ninety (90) calendar days defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14

Add the following as Clause 21.14:

Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied.[B12.0

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:

Where the contractor fails to bring the works, or a section thereof, to practical or final- completion by the applicable completion date [CD], or the revised applicable completion date, the contractor shall be liable to the employer for the penalty [CD]

Replace Clause 24.2 with the following:

Where the employer elects to levy such penalty the employer, or the principal agent on instruction from the employer, shall give notice thereof to the contractor. The principal agent shall determine the penalty due from the later of the date for practical- works-, or final- completion [CD], or the revised date for practical- works-, or final- completion, up to and including the earlier of:

Replace Clause 24.2.1 with the following:

The actual or deemed date of practical or final- completion, of the works, or a section thereof [23.7.1]

25.0 Payment

Replace Clause 25.2 with the following:

The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount

Add the following to Clause 25.3:

25.3.12 Tax Invoice

25.5 No Clause

Replace Clause 25.6 with the following:

Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.

25.7.5 No clause.

Replace Clause 25.10 with the following:

The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate, invoice and all other substantiating documentation for items certified in the payment certificate

25.10: Delete the words “and/or **compensatory interest**”

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

The value of the works in terms of 25.1 and of the materials and goods in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion

25.12.2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion

25.12.3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 26

25.12.4 One hundred per cent (100%) of such value in the final payment certificate in terms of 26 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

The principal agent shall prepare the final account in consultation with the employer and issue the final account, to the contractor within sixty (60) working days of the date of practical completion

27.0 Recovery of Expense and/or Loss

Clause 27.0

Replace Clause 27.1.2 with the following:
Interest due to late payment only

Replace Clause 27.1.4 with the following:
Interest due to late payment only

27.1.5 No Clause

Replace Clause 27.5 with the following:

Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security

29.0 Termination

Clause 29.0

Add the following as Clause 29.1.4:

The contractor's estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Add the following as Clause 29.1.5:

The contractor has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Add the following as Clause 29.1.6:

Honour his obligations in terms of Clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-Clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.

Replace Clause 29.7 with the following:

The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3]

Replace Clause 29.9 with the following:

The employer has the right of recovery against the contractor, where applicable, [CD] from:

The payment reduction until the final payment is made;

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

30.0 Dispute Resolution

Replace Clause 30.2 with the following:

Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties

Replace Clause 30.8.3 with the following:

Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.

Replace Clause 30.9 with the following:

Institution of Litigation shall be commenced, and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse

30.10 No Clause

30.12 No Clause

Add the following additional Clause.

It is a condition of contract that:

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023.

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, published in Gazette Notice No.36190 of 25 February 2013.

The main contractor shall provide a minimum Contract Participation Goal (CPG) of 5% of the total project value and develop targeted enterprises in two agreed developmental areas as per clause 3.2.1 of the Indirect Targeting Standard (Gazette Notice No.36190 of 25 February 2013).

The Contractor shall make an allowance for local labour and as well SMME participation as stipulated by the regulations

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction:	Option:	A
Option A	Fixed construction guarantee of 10% of the contract	
Guarantee for payment by employer [11.5.1; 11.10]	Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	YES only if agreed	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum , which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B	Option:	
---	----------------	--

Where the contractor does not select an option, Option A shall apply

Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in sections **is** required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment Methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

Failure to provide particulars within the period stated

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorized amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) Of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations

C1.3 Form of Guarantee

**C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000
PRINCIPAL BUILDING AGREEMENT (Edition 6.2)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

GUARANTEE FOR CONSTRUCTION (PRO-FORMA)



Guarantee for Construction

For use with the JBCC® Principal Building Agreement

edition /date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:			
Physical Address:			
Guarantor's signatory 1:		Capacity	
Guarantor's signatory 2:		Capacity	
Employer:			
Contractor:			
Principal Agent:			
Works:			
Site:			
Contract Sum:	Accepted amount inclusive of tax	Currency	
Amount in words:			
Guaranteed Sum:	The maximum aggregate amount	Currency	
Amount in words:			
Guarantee for Construction:	(Insert Variable or Fixed)		
Expiry Date:			

AGREEMENT DETAILS

Sections:	Total number / not applicable		Last Section	
Principal Agent issues	JBCC® format Recovery Statement, Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion			

1.0 GUARANTEE FOR CONSTRUCTION (Variable)

1.1 Where a Guarantee for Construction (Variable) in terms of the Agreement has been selected this clause 1.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the diminishing amounts of the Guaranteed Sum as follows:-

GUARANTOR'S LIABILITY

1.1.1 Maximum Guaranteed Sum (not exceeding 10.0% of the contract sum) in the amount of:

Amount in words:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of issue of the Interim Payment Certificate certifying in excess of 50% of the contract sum

1.1.2 Reducing to the Guaranteed Sum (not exceeding 6.0% of the contract sum) in the amount of:

From and including the day after the date of the aforesaid Interim Payment Certificate and up to and including the date of issue of the only Certificate of Practical Completion or last Certificate of Practical Completion where there are sections

Amount in words:

1.1.3 Reducing to the Guaranteed Sum (not exceeding 4.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Practical Completion and up to and including the date of issue of the only Certificate of Final Completion or the last Certificate of Final Completion where there are sections

Amount in words:

1.1.4 Reducing to the Guaranteed Sum (not exceeding 2.0% of the contract sum) in the amount of:

From and including the day after the date of the applicable Certificate of Final Completion and up to and including the date of issue of the Final Payment Certificate where payment is due to the Contractor, whereafter this Guarantee for Construction shall expire. Where the Final Payment Certificate reflects payment due to the Employer, this Guarantee for Construction shall expire upon payment of the full amount certified

Amount in words:

1.2 The Guarantor's liability limits set out in 1.1.1 to 1.1.4 shall apply in respect of any claim received by the Guarantor during the guarantee validity period

2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

2.1 Where a Guarantee for Construction (fixed) in terms of the Agreement has been selected this clause 2.0 and 3.0 to 13.0 shall apply. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY

Maximum Guaranteed Sum (not exceeding 5.0% of the contract sum) in the amount of:

PERIOD OF LIABILITY

From and including the date of issue of this Guarantee for Construction and up to and including the date of the only Certificate of Practical Completion or the last Certificate of Practical Completion where there are sections, whereafter this Guarantee for Construction shall expire

Amount in words:

3.0 The Guarantor acknowledges that:

3.1 Any reference in this Guarantee for Construction to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention to create a suretyship;

3.2 Its obligation under this Guarantee for Construction is restricted to the payment of money; and

3.3 Reference to a Recovery Statement or an Interim or Final Payment Certificate, or a Certificate(s) of Practical or Final Completion shall mean such certificate issued by the Principal Agent.

4.0 Subject to the Guarantor's maximum liability referred to in 1.0 or 2.0, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1: LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL		
Principal Agent:	Eastern Cape Province Department of Education	RFQ No:	2025/07/1289

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the RFQ)

RFQ Document Name	Number of pages issued	Returnable Document
Declaration of Interest (SBD4)	3 Pages	☒ Yes ☐ No
Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)	6 Pages	☒ Yes ☐ No
Certificate of Authority for Signatory (T2.2.1)	1 Page	☒ Yes ☐ No
Certificate of Authority for Joint Ventures (T2.2.2) (if applicable)	1 Page	☒ Yes ☐ No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	☐ Yes ☒ No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	☒ Yes ☐ No
Completed Project Reference Forms (T2.2.13)	6 Pages	☐ Yes ☒ No

2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR QUOTATION EVALUATION PURPOSES

RFQ Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	☐ Yes ☒ No
Capacity of the Tenderer (T2.2.6)	1 Page	☒ Yes ☐ No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	☐ Yes ☒ No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	☐ Yes ☒ No
CIDB Grading Certificate (T2.2.11)	1 Page	☒ Yes ☐ No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	☒ Yes ☐ No
Proof of Locality of Head Office (T2.2.12)	1 Page	☒ Yes ☐ No

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Record of Addenda to Request for Quotation Documents (T2.2.5)	1 Page	☒ Yes ☐ No
Schedule of Plant and Equipment (T2.2.9)	1 Page	☐ Yes ☒ No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	☒ Yes ☐ No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	3 Pages	☒ Yes ☐ No
Contract Data (C1.2)	14 Pages	☒ Yes ☐ No
Applicable form of Guarantee (C1.3)	4 Pages	☐ Yes ☒ No
Priced Bills of Quantities including Preliminaries (C2.2)	70 Pages	☒ Yes ☐ No

T2.2 Returnable schedules

SBD 4 : TENDERER'S DISCLOSURE

TENDERER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Tenderer's declaration

2.1 Is the Tenderer, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

- 2.3 Does the Tenderer or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are Tendering for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying RFQ will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Tenderer has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive Tendering.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the RFQ, Tendering with the intention not to win the RFQ and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
- 3.5 The terms of the accompanying RFQ have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the Tenderer with any official of the procuring institution in relation to this procurement process prior to and during the Tendering process except to provide clarification on the RFQ submitted where so required by the institution; and the Tenderer was not involved in the drafting of the specifications or terms of reference for this RFQ.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation

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

and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE RFQ OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date

.....	
Position	Name of Tenderer

SBD 5 : The National Industrial Participation Programme

This document must be signed and submitted together with your RFQ

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

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

1 PILLARS OF PROGRAMME

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

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND

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

3 RFQ SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

- 3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the RFQ on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful RFQ with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- RFQ / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

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

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

RFQ number

Closing date:.....

Name of RFQder.....

Postal address

.....

Signature.....

Name (in print).....

Date.....

SBD 6.1 : Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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 RFQ 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:

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is

applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically disadvantaged individuals	2	4		
Persons with disabilities	1	2		
Promotion of Youth	1	3		
Woman Participation	2	3		
Enterprises located in the Eastern Cape Province	4	8		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

NOTE: Tenderers can use this form or attach a separate Letter of Authority for Signatory

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company's letterhead.

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the Tenderer for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for Quotation in Joint Venture and hereby authorise Mr/Ms _____, of the company _____

_____, acting in the capacity of lead partner, to sign all documents in connection with the Request for Quotation and any contract resulting from it on our behalf.

Name of Firm	Address	Duly Authorised Signatory
Lead Partner _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____
 _____		Signature: _____ Name: _____ Designation: _____

T2.2.5 Record of Addenda to Request for Quotation Documents

T2.2.5: RECORD OF ADDENDA TO RFQ DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

We confirm that the following communications received from the Employer before the submission of this Request for Quotation offer, amending the Request for Quotation documents, have been taken into account in this Request for Quotation 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 _____

T2.2.6 Capacity of Tenderer

T2.2.6: CAPACITY OF THE TENDERER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

WORK CAPACITY: (The Tenderer is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Tenderer. Failure to furnish the particulars may result in the RFQ being disregarded.)

Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

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

Signed:		Date:	
Name:		Position:	

Tenderer:

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the Tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).

Attach an Appointment letter for each of the project provided.

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the Tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	CONTACT DETAILS OF REFERENCES	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our RFQ is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our RFQ is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL		
RFQ No:	2025/07/1289		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each Tenderer and be attached as a Request for Quotation requirement.			
Section 8: SBD6 issued by National Treasury must be completed for each Tenderer and be attached as a Request for Quotation requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the employer to verify the Tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Request for Quotation offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.			
Signed		Date	
Name		Position	
Enterprise name			

T2.2.11 CIDB Grading Certificate / Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

Tenderers are required to submit with their Request for Quotation:

A Certificate of Contractor Registration issued by the Construction Industry Development Board.

**NOTE: PROOF OF CIDB GRADING TO BE ATTACHED TO THIS PAGE BY
TENDERER
IN THE CASE OF A JOINT VENTURE, SEPARATE CERTIFICATES IN
RESPECT OF EACH PARTNER MUST BE SUBMITTED**

T2.2.12 Other certificates, etc.

T2.2.12: OTHER CERTIFICATES, ETC TO BE PROVIDED BY TENDERER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

Tenderers are required to submit with their Request for Quotation:

- Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993
- Proof of locality of head office by way of certified copy of municipal account or lease agreement

NOTE: CERTIFICATES, ETC TO BE ATTACHED TO THE RELEVANT PAGE HEREAFTER
--

**Insert Letter of Good Standing from Compensation
Fund**

**Insert Certified Copy of
Municipal Account or Lease Agreement**

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.

I, _____ (name and surname) of
 _____ (company name) declare

that I was the principal agent on the following building construction project successfully
 executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

NOTE: This returnable document must be completed by the person who was the principal agent on a construction project of similar value and complexity that was completed successfully by the Tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the principal agent on the following building construction project successfully
executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

NOTE: This returnable document must be completed by the person who was the principal agent on an construction project of similar value and complexity that was completed successfully by the Tenderer.

I, _____ (name and surname) of
_____ (company name) declare

that I was the principal agent on the following building construction project successfully
executed by _____ (name of Tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5
1. Project performance / time management / programming					
2. Quality of workmanship					
3. Resources: Personnel					
4. Resources: Plant					
5. Financial management / payment of subcontractors / cash flow, etc					

B. Would you consider / recommend this Tenderer again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20__

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points.

Name of Tenderer

Signature of Tenderer

Date

THE CONTRACT

Part 4: Scope of Work

C3.1 Scope of work

C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

C3. Scope of Works

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises of:

- ☐ Demolition of Existing Unused Structure
- ☐ Construction of new ECD Structure

ORDER OF THE WORKS

Commencement of the works after handover, daily progress and completion of the works is critical to the success of the programme and will thus be closely and strictly monitored. Decisive action will be taken against any potential risks that could lead to time over run on the contract period. The Tenderer is to take specific notice of this, most especially to the penalty clause.

b) BUILDING OCCUPIED

Yes

c) ACCESS – Gravel Road

C3.2 Health and Safety Specification

C3.4 Contractors Reports

CONTRACTOR MONTHLY REPORT

PART 1

Project No: Project Name:

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

The Contractors monthly report comprises an integral part of the Contractors payment claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

Part 2 : Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3 : Weekly Task Wage Register

Part 4 : Local Labour Schedule

Part 5 : Beneficiary List (certified copy of ID's)

Additional Requirements:

1. When contractor recruit local labourers, they must produce a 13 digit identity document and a certified copy of the ID must be forwarded to the DRPW Regional EPWP representative
2. That at least one disabled person be recruited and employed on the project and reported as such
3. A daily attendance register should be kept on site
4. Each beneficiary must **sign** the payment sheet, as proof that they have been paid.
5. At the bottom of the contractors report, the site agent or CLO or contractor must sign the document as proof that the people indicated have worked the number of days
6. Employment of local labourers should constitute the following:
 - a. 55% women
 - b. 55% young people
 - c. the minimum wage rate to be paid is in accordance with the National Minimum Wage Act, 1 March 2025 of the latest Published Act.

OVERALL PROJECT WORKER SCHEDULE (local labourers only)

Contract No: PART 2

Project No.

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes										Place a tick in the box which corresponds to the Gender and Age of the Worker				Total No. of workers Employed on the Project
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men			
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D		
Totals for this sheet																			Total No. of workers Employed on the Project
Totals from previous sheet																			
Totals carried forward																			

(A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) = (J+K+L)

NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%

Completed by: Name: Signature:..... Capacity Date:.....

[illegible]

Completed by: Name: Signature: Capacity: Date:

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No:

Date of Report:

Project No:

Project Name:

Claim No:

For Period Ending:

Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed		No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2			
1. Total No. of individual local workers who have worked on the Project (Column N)			100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)			
11. How many of the Total No. are local women (Column A + B)			

4. Summary of Amount Spent on Material to Date (Cumulative)

Item	This Month	Total to date
------	------------	---------------

1. Material from Local Municipality		
2. Material from Local District Municipality		
3. Material from Outside the Eastern Cape		
4. Material from other areas within the Eastern Cape		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

Training of Local Workers

Catogory of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying			
	Carpentry			
	Plumbing			
	Fencing			
	Plastering			
	Painting			
	House Building			
	Handyman			
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

**NOTE: LOCAL LABOUR TARGETS TO BE ACHIEVED WITH REGARD TO
EPWP RELATED WORKS: Women = 55%; Youth = 55%; Disabled = 2%**

Completed by:
Name Signature Capacity Date

Part 5: Pricing Data

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

1. BILLS OF QUANTITIES

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of RFQ, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

2. VALUE ADDED TAX

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

3. PREVIOUS WORK

The Tenderer is to acquaint themselves with the site thoroughly before pricing. Adjustment of prices will not be entertained after the award of the contract.

C2.2 Preliminaries / Bill of Quantities / Final Summary

Part 6: Site Information

C4 Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING
AGREEMENT (Edition 4.1 of March 2005)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

C4 Site Information – Existing operational education facilities

GPS CO-ORDINATES	
GIS_Longitude	GIS_Latitude

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

There are unidentifiable underground services traversing the area of works, care would need to be taken during excavations.

3. ADJACENT BUILDINGS

No adjacent buildings could be affected by the construction. No particular precautions have been identified by the Engineer for the protection of this structure.

4. ENVIRONMENTAL ISSUES

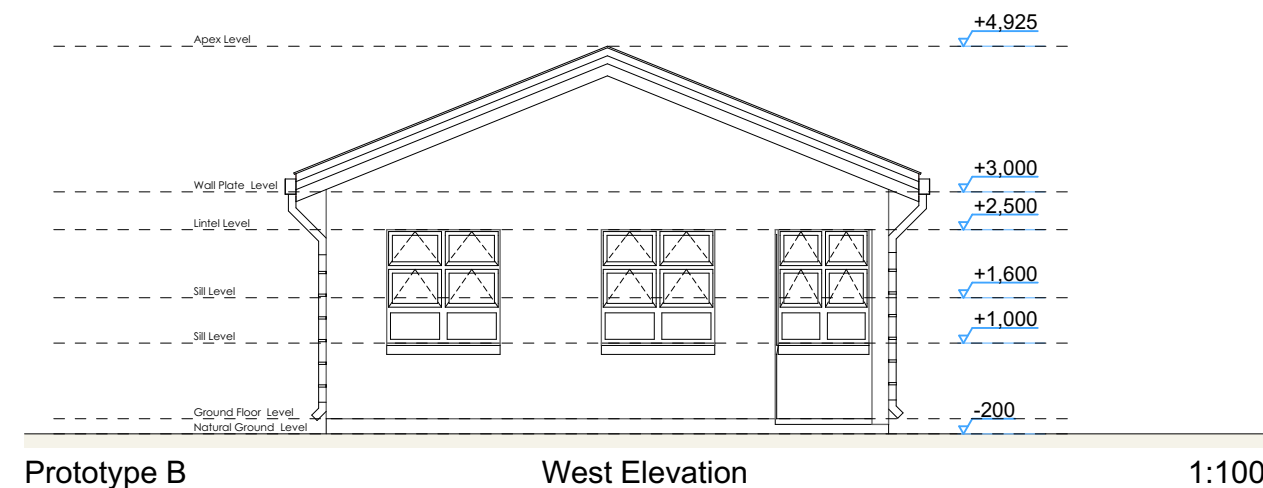
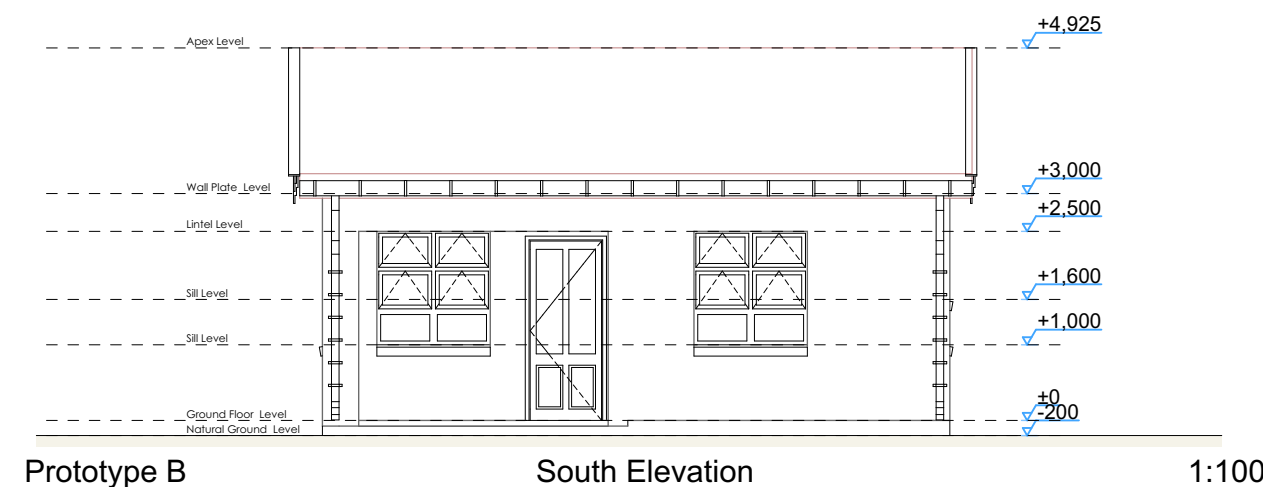
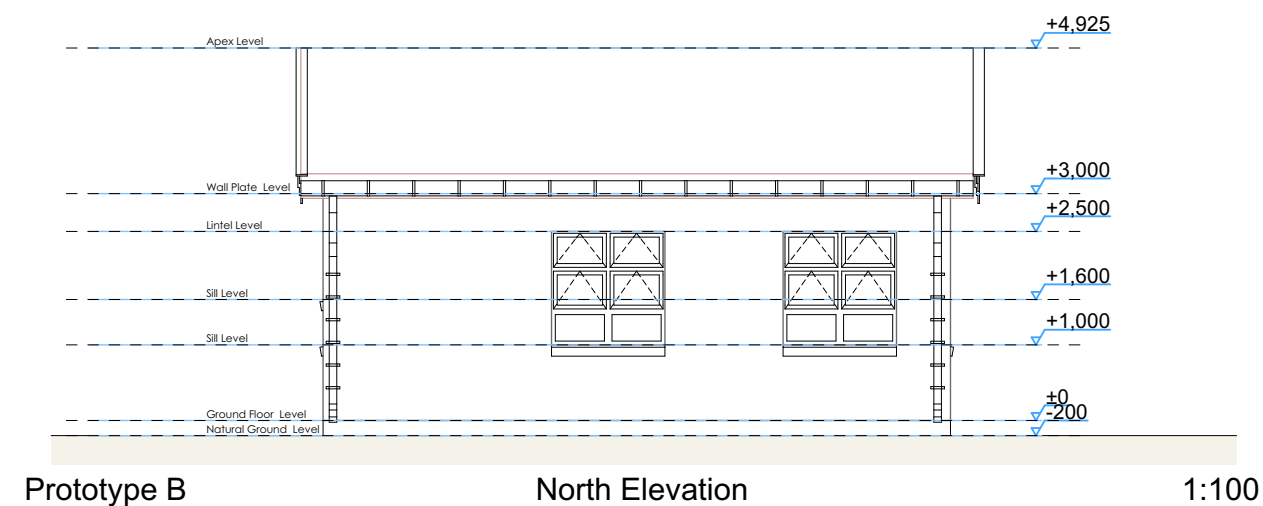
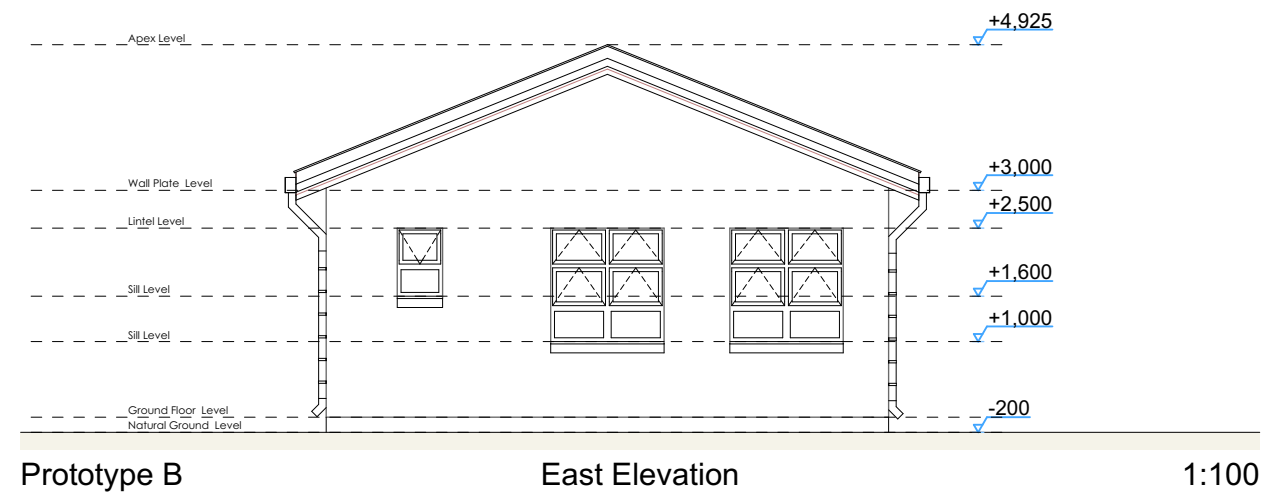
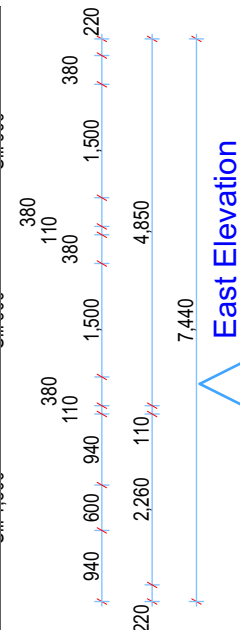
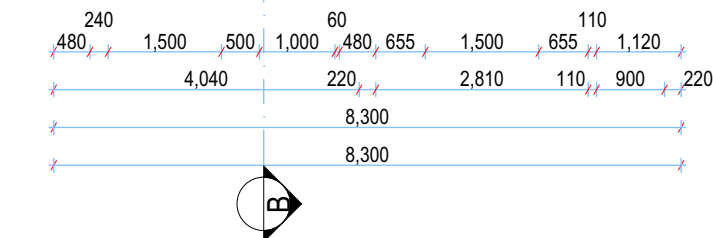
None

C5 Drawings

C5.1: DRAWINGS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF LESEDI PRE-SCHOOL
RFQ No:	2025/07/1289

[illegible]



REFERENCE / LOCALITY PLAN

NOTES:
THE USE OF TRADE NAMES ON THIS DRAWING SIMPLY SERVES TO
INDICATE A STANDARD ACCEPTABLE TO THE DEPARTMENT, ANY OTHER
BRAND MAY BE USED WITH THE PRIOR WRITTEN APPROVAL OF THE
PROJECT LEADER.

THE CONTRACTOR MUST WORK FROM FIGURED DIMENSIONS ONLY. CHECK ALL DIMENSIONS AND LEVELS ON SITE BEFORE COMMENCING ANY WORK. ALL DRAWINGS TO BE READ IN CONJUNCTION WITH DETAILS, SCHEDULES, DRAINAGE DRAWINGS, INTERNAL ELEVATIONS, ENGINEERS AND OTHER SPECIALIST'S DRAWINGS.

REFER CONFLICTING INFORMATION TO THE ARCHITECT AND OTHER RESPONSIBLE CONSULTANTS

THE DESIGN ON THIS DRAWING IS THE PROPERTY OF THE PROVINCIAL
GOVERNMENT: DOE - EASTERN CAPE- INFRASTRUCTURE AND
COPY RIGHT IS RESERVED

REVISIONS

[illegible]

SCHOOL NAME

EARLY CHILDHOOD DEVELOPMENT
CENTER

COORDINATES

XXXXXX

REG NUMBER : _____

ORGANISATION/ DEPARTMENT

Province of the
EASTERN CAPE
EDUCATION

PHYSICAL ADDRESS:

Steve Vukile Tshwete Education
Complex,
Zone 6, Zwelitsha, 5608

POSTAL ADDRESS:

Private Bag X0032, Bhisho, 5605

TEL:

+27 40 608 4200

FAX:

+27 40 608 4040

CONSULTANTS/ PRINCIPAL AGENT



CLIENT

PROJECT LEADER	DATE 06/06/2025	SIGN
ARCHITECTURAL SERVICES	DATE 06/06/2025	SIGN
C & S ENGINEER SERVICES	DATE	SIGN
ELECTRICAL ENGINEER SERVICES	DATE	SIGN
MECHANICAL ENGINEER SERVICES	DATE	SIGN

PROJECT TITLE

PROVISION OF EARLY CHILDHOOD DEVELOPMENT CENTER

DRAWING TITLE

PROTOTYPE B

PLANNING			DELIVERY	
CAPITAL			MAINTENANCE	
DATE 06/06/2025	DRAWN MNB	CHECKED RSAM		
PROJECT FILE NO. ECDC REG NO / XXXX			REV/NO	
DRAWING NO. A.01		SCALE 1:100	PAPER SIZE A3	

REPAIRS AND MAINTENANCE AT:**LESEDI PRE-SCHOOL, MATATIELE****ALFRED NZO WEST EDUCATION DISTRICT**

Item No.	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION 1				
	BILL NO. 1				
	PRELIMINARIES AND GENERAL				
	NOTES:				
	The contractor shall agree the location of all temporary services with the project manager from DOE before installation and on completion remove same and make good.				
	The agreement is to be the JBCC Principal Building Agreement Edition 4.1, March 2005 edition published by the Joint Building Contracts Committee.				
	Tenderers are referred to the aforementioned document for the full intent and meaning of each clause thereof for which such allowance must be made as required hereinafter.				
	SPECIFIC REQUIREMENTS				
	The contractor shall allow for the following specific requirements of the employer:				
1	Suitable office accommodation for meetings held on site.	Item	1		
2	Existing premises occupied: The existing premises will be in use and occupied during the course of the contract. The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.	Item	1		
	OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS				
	The Contractor shall with reference to the Health and Safety Specifications, and without limiting his obligations in terms of the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), allow for the following items in his costing.				
3	Develop Health and Safety Plans for the Contractor and Subcontractors. Fixed charge item: _____	Item	1		

4	Provide Risk Assessments for the Contractor and Subcontractors. Fixed charge item:_____	Item	1		
5	Provide and manage resources to implement and maintain the Safety Plans of the Contractor and Subcontractors. Fixed charge item:_____ Time related item:_____	Item	1		
6	Comply with all the requirements of the Act and all its regulations and incorporated standards with regards to the design, supply, storage and erection of materials used for temporary and permanent work. Fixed charge item:_____ Time related item:_____	Item	1		
7	Comply with all the requirements of the Act and all its regulations and incorporated standards with regards to construction welfare facilities, environmental regulations, housekeeping on construction sites, fire precaution on construction sites, structures, watching, barricading and lighting, site clearance, concrete. Fixed charge item:_____ Time related item:_____	Item	1		
8	Administration, reporting, training, inspections and monitoring required to implement the Contractor's Health and Safety Plan. Fixed charge item:_____ Time related item:_____	Item	1		
9	Internal audits. Fixed charge item:_____ Time related item:_____	Item	1		
10	Other Health and Safety obligations. Fixed charge item:_____ Time related item:_____	Item	1		
	OWN REQUIREMENTS				
	In addition to the specific requirements of the employer, detailed above, the contractor shall allow for his own preliminary and/or overhead costs as required for the execution of the contract such as the following and any other requirements he may wish to add:				
11	Site supervision:	Item	1		
12	Works insurances.	Item	1		
13	Public liability.	Item	1		
14	Plant and equipment.	Item	1		
15	Cleaning.	Item	1		
16	Other (Specify).	Item	1		
17	Other (Specify).	Item	1		
	NOTE:				

	The information listed below is in respect of the contract. Amount of insurance against injury to person or property in respect of any single occurrence R 1 million Contract period - 3 (Three) Months. The date for site handover :- TBA Amount of penalty per day on which the completion of the works may be in arrears: R0.165 per R100 of contract value per day (Excluding VAT) Specification of materials and methods to be used: Specification of Materials and Methods to be used - PW 371, Fourth Revision, October 1993 Design guidelines used: DPW standard guidelines for the design of Accessible Buildings - PW 350, March 2001 and the SABS 0246 Building Standards Edition of Standard System of measuring building work: Sixth Edition including the latest amendments				
	Sub-Total Carried to Final Summary				

1	SECTION 2: DEMOLITIONS BILL No.1 Demolition of Existing Structure Demolition of existing single-storey structure, including removal of all foundations, floors and walls. The work shall include careful dismantling, sorting and setting aside of any salvageable material for reuse (where instructed), and the carting away and legal disposal of all demolition debris and unusable material at an approved dumping site. The contractor shall clear and level the site upon completion. Rate to include all labour, equipment, temporary works, protective measures, transport, and compliance with applicable health, safety, and environmental regulations.	Item	1,0		
	Sub-Total Carried to Final Summary				
	SECTION 3 - BUILDING WOKS BILL No. 1 EARTHWORKS (PROVISIONAL) MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Nature of material to be excavated: The material to be excavated is assumed to be predominantly of a composition that will allow excavation in "earth" as specified, but including a percentage of excavation in "soft rock" and "hard rock". Carting away of excavated material: Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively, from stock piles situated on the building site. Dewatering of excavations: The Contractor shall allow for removing seepage and other water from subterranean sources from the excavations by pumping, baling or otherwise. Accurate records of all such dewatering shall be kept to determine the total volume of water so removed and a clear distinction shall be made between water from subterranean sources and other water				

	Imported fill:				
	"Filling and bedding to trenches etc. to be in compliance with SABS 1200 DB and LB respectively"				
	EXCAVATION OTHER THAN BULK				
	Excavation in earth not exceeding 2m deep:				
1	Trenches.	m3	49,4		
2	Reduce levels.	m3	14,3		
	Excavation in earth exceeding 2m but not exceeding 4m deep:				
	Extra over excavation in:				
3	Soft rock.	m3	5,2		
4	Hard rock.	m3	1,3		
	Extra over all excavations for carting away:				
5	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor.	m3	28,6		
	Risk of collapse of excavations:				
6	Sides of trench and hole excavations not exceeding 1,5m deep.	m2	110,5		
	Keeping excavations free of water:				
7	Keeping excavations free from mud and all water including subterranean sources.	Item	1,3		
	EARTH FILLING, ETC.				
	Earth filling (G5 material) supplied by the contractor compacted to 95% Mod AASHTO density:				
8	Under floors, steps, footings, etc.	m3	24,7		
	Coarse river sand filling supplied by the contractor:				
9	Under floors etc. (Provisional).	m3	5,2		
	Compaction of surfaces:				
10	Compaction of ground surface under floors etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASHTO density.	m2	70,2		
	Prescribed density tests on filling:				
11	Allow for compaction tests by an approved laboratory to determine density of filling material.	No	5,0		
	SOIL POISONING				
	Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years:				

12	Under floors, etc., including forming and poisoning shallow furrows against foundation walls, etc., filling in furrows and ramming.	m2	70,2		
13	To bottoms and sides of trenches, holes, etc.	m2	49,4		
	Sub-Total Carried to Summary - Building works				

BILL No. 2**CONCRETE, FORMWORK AND REINFORCEMENT****MODEL PREAMBLES**

The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.

SUPPLEMENTARY PREAMBLES

Proprietary products in descriptions:

Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.

Cost of tests:

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

Formwork:

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

The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself.

Formwork to soffits of solid slabs etc., shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described.

Formwork to 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.

UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES

15Mpa/19mm Concrete

1 Surface blinding under footings and bases.

m3

9,1

REINFORCED CONCRETE CAST ON/IN FORMWORK

25MPa/19mm concrete:

2	Surface beds on waterproofing.	m3	7,8		
3	Aprons around the building	m3	3,9		
	TEST BLOCKS				
	Test blocks:				
4	Making and testing set of three 150x150x150mm concrete strength test cubes (Provisional).	No	1,0		
	FINISHING TOP SURFACE OF CONCRETE				
	Finishing top surfaces of concrete with a wood float:				
5	Surface beds, slabs, etc	m2	70,2		
	Finishing top surfaces of concrete smooth with a power float:				
6	Surface beds, etc	m2	70,2		
	MOVEMENT JOINTS ETC				
	Vertical construction joints through concrete including thick cement slurry to one face:				
7	Surface beds not exceeding 300mm thick	m	4,0		
	Isolation joints with bitumen impregnated softboard between vertical concrete or brick surfaces:				
8	10mm Joints not exceeding 300mm high (Provisional).	m	4,0		
	Saw cut joints:				
9	40 x 3mm Saw cut joints in top of concrete.	m	15,6		
	REINFORCEMENT (PROVISIONAL)				
	Fabric reinforcement:				
10	REF. 245 fabric reinforcement in concrete surface beds, slabs, footings, etc.	m2	70,2		
	Sub-Total Carried to Summary - Building works				

BILL No. 3

MASONRY

MODEL PREAMBLES

The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.

SUPPLEMENTARY PREAMBLES

Proprietary products in descriptions:

Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent.

Sizes in descriptions:

Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.

Face bricks:

Bricks shall be ordered timeously to obtain uniformity in size and colour.

Pointing:

Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, and cleaning etc.

Samples, etc:

Rates for brickwork, faced brickwork, etc shall include for all required samples.

Concrete masonry units:

Blocks are to be either solid or hollow modular dense concrete masonry units having a compressive strength of 7 MPa

Wall ties for blockwork:

Wall ties shall be polypropylene "Permaties" complying with BS 76377. Ties for hollow walls shall be of sufficient length to allow not less than 75mm of each end to be built into the blockwork. Ties are to be spaced at intervals of not more than 1m in the horizontal direction and not more than 400mm staggered in the vertical direction except at openings, vertical joints or ends of walls where they are to be placed vertically above each other

Blockwork:

Blockwork shall comply with SABS 0145 "Concrete Masonry Construction"

	Surfaces shall have joints raked out to a depth of at least 10mm and pointed on exposed surfaces. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter. Every second perpend of the bottom course of the external skin of hollow walls shall be left open as a weep hole. Standard complementary blocks: Descriptions of blockwork shall be deemed to include standard complementary blocks such as corner, three-quarter, half and quarter blocks required in the construction of corners, reveals, jambs, ends, etc to solid and hollow walls and for bonding as necessary BRICKWORK IN FOUNDATIONS (PROVISIONAL) Brickwork of NFX bricks (14 MPa nominal compressive strength) in Class I mortar:				
1	Half brick walls.	m2	10,4		
2	One brick walls.	m2	32,5		
	BRICKWORK IN SUPERSTRUCTURE				
	Brickwork of NFP bricks (14 MPa nominal compressive strength) in Class II mortar:				
3	Half brick walls.	m2	70,2		
4	One brick walls.	m2	122,2		
5	One brick wall in beam filling including cutting and fitting around roof timbers and bedding roofing solid on top in cement mortar.	m2	7,8		
6	One brick wall in gable ends including cutting and splayed mortar	m2	19,5		
	BRICKWORK AND BLOCKWORK SUNDRIES				
	Brickwork reinforcement:				
7	115mm Wide reinforcement built in horizontally.	m	62,4		
8	230mm Wide reinforcement built in horizontally.	m	644,8		
9	Ditto, but in foundations (Provisional).	m	11,7		
	Prestressed fabricated concrete lintels including necessary temporary supports				
10	115 x 75mm Lintels in lengths not exceeding 3m.	m	14,3		
	Turning pieces:				
11	200mm Wide turning piece to lintels etc.	m	5,2		
	Cramps, ties, etc:				
12	30 x 1.6mm Galvanized roof tie 1600mm long with one end fixed to timber and other built into brickwork or concrete.	No	23,0		
	Air bricks etc:				
13	229 x 152mm terracotta clay vermin proof air brick.	No	5,0		

	Miscellaneous:				
14	Fair raking cutting.	m	20,8		
	FIBRE-CEMENT WINDOW SILLS				
	Natural grey Nutec sills in single lengths bedded in class 1 mortar including metal fixing lugs, etc				
15	150 x 15mm Wide sills set flat and slightly projecting	m	7,8		
	Sub-Total Carried to Summary - Building works				

	BILL No. 4 WATERPROOFING MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. DAMPPROOFING OF WALLS AND FLOORS One layer of 250 micron 'USB GREEN' waterproof sheeting sealed at laps with 'Gunplas Pressure Sensitive Tape':				
1	Under surface beds. One layer of 375 micron embossed dampcourse waterproof sheeting below walls, sills, etc:	m2	70,2		
2	Below walls, sills, etc. JOINT SEALANTS ETC Clear Neutral silicone sealant:	m2	14,3		
3	In joint sealing and pointing all round external window and door frames. Two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc	m	7,8		
4	10 x 12mm In movement joints in floors or walls including raking out expansion joint filler as necessary (Provisional).	m	19,5		
	Sub-Total Carried to Summary - Building works				
	BILL No. 5 ROOF COVERINGS ETC. MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Fixing: Fixing shall be done according to SABS 1200HB with minimum 225mm end laps.				

	Guarantee: The contractor will be required to provide a written guarantee, stating that :1. The roof sheeting is of the specified thickness.2. The client is indemnified against any defects, including colour deterioration for a minimum period of 15 years. Pricing: Prices for roof covering and cladding are to include for all necessary drive screws, hook bolts, sheet bolts, nuts, washers, etc., for drilling holes for screws and bolts including removing all swarf from the sheeting and all right angle cutting and waste (Measured net). PROFILED METAL SHEETING AND ACCESSORIES 0.53mm IBR colourplus - AZ 150 Zinca Widedek roof sheeting with pre-painted factory finish fixed with leak king roofing screws, holes fixed for roofing screws to be drilled not punched, sondor polyclosures at ridge flashing and mastic sealant to all side laps. determine direction of wind before laying sheets. sheets to project a minimum of 50mm beyond purlins at eaves, sheets to be fixed to intermediate steel purlins at maximum of 1600mm centres and to ridge and eaves purlins at 1350mm centres, 12x55mm long 'class 3' metal self drilling screws at intermediate purlins and every crest eaves purlins all in accordance with the manufacturer's recommendations				
1	Roof covering with pitch not exceeding 25 degrees.	m2	9,1		
	0.53mm Flashings pre-painted to match roof sheeting and fixed in strict accordance with manufacturer's recommendations:				
2	Ridge 550mm girth with minimum 225mm laps, fixed to roof sheeting (measured net).	m	11,7		
3	Standard narrow and broad flute closers.	m	23,4		
	ROOF INSULATION				
	Reflective foil insulation or equal approved 420 Heavy industrial grade reinforced aluminium foil insulation double sided, heavy grammage reflective foil laminate incorporating eight layers of aluminium foil, reinforcing scrim, Kraft paper and polyethylene, tested for conformance with SABS 1381: Part IV-1985, with a Class 1 fire rating in accordance with SABS 0177: part III - 1981 and BS 476 part 5, 6 and 7, secured to each truss/rafter with 38mm x 3,2mm x 1100mm hardboard counter batten strips positioned flush with the bottom edge of the material thus leaving 150mm overlap exposed at the top for the next layer and 150mm overlap thereafter on each 1250mm width roll. All to be fixed in accordance with manufactures specification				
4	Insulation laid taut over timber purlins (at approximately 900mm centres) and fixed concurrent with purlins, etc.	m2	9,1		
	Sub-Total Carried to Summary - Building works				
	BILL No. 6				
	CARPENTRY AND JOINERY				
	MODEL PREAMBLES				

The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates.

SUPPLEMENTARY PREAMBLES

ROOFS ETC

MONOPLANAR PREFABRICATED METAL CONNECTORED TIMBER ROOF TRUSSES

All trusses to be fabricated in a factory by a truss fabricator who holds a current Certificate of Competence awarded by the Institute for Timber Construction TR1 & TR2 Certificates are to be issued for each Block before occupation may take place

PREFABRICATED ROOF TRUSSES HAVING A PITCH NOT EXCEEDING 25 DEGREES

NOTE: All timber roof trusses including nail-plated trusses and bolted trusses with lapped members must comply with SABS 0243 : THE DESIGN, MANUFACTURE AND ERECTION OF TIMBER TRUSSES

Prices for roof trusses are to include for all temporary bracing and supports and for all necessary top and bottom chord bracing, wind bracing and runners where required and TR1 and TR2 Certificates

TIMBER

Timber for trusses to be South African softwood structural timber and shall be at least of grade 4 and in accordance with SABS Specification No.'s 563 or 1245 or laminated timber in accordance with SABS 1460

METAL CONNECTOR PLATES

Metal truss connector plates shall be made from galvanised steel of at least 1mm nominal thickness, with a minimum yield strength of 250MPa and a minimum ultimate tensile strength of 330MPa. The corrosion resisting coating shall be 0,275Kg/m2 commercial class hot dipped galvanising The connector plates shall have been tested by the CSIR and be a size capable of transmitting the forces between the members of a truss without exceeding the design values given in the CSIR report

BOLTS

Bolts shall be to BS 4190 or SABS 135 with appropriate washers. (See below)

WASHERS

Square or round washers of the following minimum dimensions shall be used with all bolts:

WASHER DIMENSIONS		
Bolts Size	Width (mm)	Thickness
up to M12	36	4,0
up to M20	60	5,0

SHEAR PLATES, TOOTH CONNECTORS AND SPLIT RINGS

These shall be as specified in BS 1579 and installed in accordance with the CSIR Publication : HOUT 468, "The Design, Manufacture and Erection of Timber Trusses".

NAILS

These shall be in accordance with SABS 820 : 1974

TRUSS CONSTRUCTION

The trusses shall be constructed to ensure the correct profile, overhangs and cambers All joints are to be close fitting butt joints made by precision pressing of the metal connector plates into each side of the joint

TRUSS DESIGN

All trusses shall be designed by a registered Professional Engineer employed by the Contractor in accordance with the SABS Code of Practice for the Design of Timber Structures SABS 0163 and the Code of Practice for General Procedures and Loadings SABS 0160

TRUSS SPACING

The truss centres shall be less than or equal to that described in the Bills for each respective truss type

DRAWINGS

Prints shall be provided to the consulting engineer/ architect for approval. These drawings shall be signed by a Professional Engineer The following minimum information shall be supplied: * Details of the roof system with the positions of all trusses and beams clearly indicated * Bracing details * All truss details, including valley trusses where applicable, with the following clearly detailed:- □All member sizes and grades □Connector plate sizes for all truss joints. Code numbers are deemed sufficient * All connection and hold down details between trusses, girders, beams and supports * The type of roof covering, ceiling and any other loads taken into account in the design

The dimensions in the descriptions of trusses are nominal and verification measurements are to be obtained from site before design or fabrication commences, and must be designed in accordance with the environmental conditions of the area

GENERAL

The following schedule of prices includes all timber of the required grade and type shown on the designs, all cutting and waste, cutting to exact length and end angles necessary to manufacture the respective truss types, the supply of all connector plates, fabrication of the trusses, checking the completed truss for quality, as well as loading, transporting to the site and offloading The trusses must be suitable stored and protected on site as directed by the Secretary or his Representative

ERECTION

The trusses are to be hoisted and erected strictly in accordance with the procedures and recommendations of the Manual "The Erection and Bracing of Timber Roof Trusses" published by the Institute for Timber Construction and the Council for Scientific and Industrial Research of as detailed by the designer of the SABS Code of Practice: "The Design, Manufacture and Erection of Timber Roof Trusses"

TRUSS LOADING

The trusses shall be designed for: * Roof Cover: □ 0,55mm Metal roof sheeting * Max Purlin centres: 1250mm * Ceilings: □ Plasterboard ceilings * Overhang: □ Min 600mm

TRUSSES

a. All the roof trusses to be constructed as shown on the roof plans. b. All the roof trusses to be designed and constructed with softwood structural timber to include for live loads, wind loads and to take corrugated roof covering, purlins and fibre cement or plasterboard ceilings with brandering. Each roof truss shall have all its members accurately cut and close butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, fixed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions c. Unless otherwise described all rafter feet are to extend 600mm beyond the length of the tie beam, with ends twice splay cut d. Upon completion of the contract the Registered Professional Engineer must issue to the Principal Agent a certificate to the effect that the roof has been erected in accordance with his approved design, under his supervision and that the entire roof is structurally stable. The lump sum price of the roof trusses and purlins or battens (bottom purlin or tilting fillet to be wrought) shall include for the design and supervision by a Registered / Professional Engineer and for all necessary runners, overhangs wrought all round and trimmed and splay cut as required, braces, hoisting and fixing, etc., but shall exclude fixing brackets and hurricane clips, wall plates, fascia, barge boards, roof coverings, purlins, etc. which are all separately measured

e. The tenderer's attention is drawn to the fact that the description of the trusses only represents the overall size (fascia to fascia) and not the required design f. Erection must be carried out as described in "The Erection and Bracing of Timber Roof Trusses" published by the Truss Plate Association of South Africa Ltd. and the National Timber Research Institute, CSIR g. Descriptions of roof trusses shall be deemed to include for design, manufacture, supply, hoisting and fixing in position, trimming ends, notching, etc. and for any temporary bracing

PREFABRICATED ROOF TRUSSES, ETC.

Plate nailed pitched timber roof construction

Sawn Softwood

Design, supply and install roof truss system complete in accordance with the Standard Building Regulations to suit roof area approximate size 56m² (measured on flat floor area inclusive of overhangs, etc) - Refer to Block F roof plan.

1

Item

1,0

	Sawn softwood:				
2	38 x 114mm Wall plate.	m	23,4		
	Sundries:				
3	TRI FIX or equal approved hurricane clip fixed using 10 x 32mm galvanised clout nails (Provisional).	No	23,4		
	EAVES, VERGES, ETC				
	Pressed fibre-cement:				
4	12 x 225mm EVERITE NUTEC medium density fibre-cement fascia board (product no (041-202) or equal approved. Aluminium H-Profile fascia joiners (product no 685-1950. Drill and for fix with Hot dipped galvanised screws and washers.	m	23,4		
5	Extra on last for splay cut end.	No	5,0		
6	80 x 200mm EVERITE NUTEC fibre cement socketless Barge boards (Product no 521-731) or equal approved. Aluminium H-profile barge board joiners(product No 685-187). drill for and fix with Hot dipped galvanise screws and washers. 76 x 50mm trimmer batten fixed underside of purlin ends for barge board fixing.	m	15,6		
7	Extra on last for splay cut end.	No	5,0		
	DOORS ETC				
	44mm thick solid core panel door with marine plywood veneer to both sides of door prepared for painting:				
8	813 x 2032mm high single door.	No	3,0		
	40mm thick Saligna 'Blaco' Ledge and brace battened door with 40 x 110mm styles and top rail, 20 x 150mm middle ledge, 20 x 225mm bottom ledge and 20 x 110mm braces:				
9	813 x 2032mm high single door.	No	1,0		
	FRAMED FRAMES, ETC				
	Meranti Frames fixed against brickwall using galvanised steel lugs bolted with expanding masonry bolts - four per style including quadrant beads on both sides:				
10	70 x 108mm rebated meranti frame .	m	2,0		
	SKIRTINGS				
	SANS Approved Meranti:				
11	75mm high x 19mm Meranti Skirting fixed to walls including 19mm quadrant bead planted on.	m	81,9		
	JOINERY FITTINGS				
	CUPBOARDS AND WORKTOPS				

12	Worktop overall size 3577 x 500 x 900mm high comprising 25mm thick masonite laminated saligna finished with 2 coats polyurethane varnish fixed to floor and wall, supported 18x75mm Melamine chipboard at the bottom 22x76mm saligna continuous support, 19x44mm SA pine cleats and adjustable shelf supports including 18mm thick melamine chipboard lockable doors hinged to full height with recessed hardwood handles, chromium plated brass bolts. all complete as per drawing No. SHELVING Island pigeon hole shelving unit size overall 3000mm long x 300mm deep x 1500mm high, formed of 18mm plywood horizontal and vertical members 300mm wide, and including 38 x 38mm SA Pine support battens, 18mm plywood edging and 38 x 75mm ground, the whole fixed to wall with size 40mm easy drive anchor, completes.	No	1,0		
13		No	1,0		
Sub-Total Carried to Summary - Building works					
BILL No. 7 CEILINGS, PARTITIONS AND ACCESS FLOORING MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Descriptions: Items described as nailed shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete. Items described as plugged shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as bolted the bolts have been given. NAILED UP CEILINGS 4mm "Everite Nutec" or equal approved fibre-cement boards with H-type pressed steel jointing strips Ceilings including 38 x 38mm sawn softwood bandering at 400mm centres with cross bandering at joints, ends of sheets and at light fittings, etc.					
1		m2	70,2		
2	Extra over ceiling for forming trap door size 635 x 635mm in clear formed with 38 x 50mm sawn S.A. pine framing covered with ceiling boarding and set in 38 x 76mm wrought S.A. pine rebated kerb, including trimmers.	No	1,0		
3	Cornice 75mm gypsum coved cornice.	m	54,0		

4	100mm thick non-combustible light weight ceiling insulation 12kg/m³ closely fitted with ends butted firmly between tie beams and laid loose on top of brandering between roof timbers, all in accordance with manufacturer's recommendations. • R-value: 2,50m² K/W • Thermal conductivity: 0,04 W/m²/K 100mm Insulation laid between roof trusses and on top of brandering, etc.	m2	70,0		
	Sub-Total Carried to Summary - Building works				

	BILL No. 8 FLOOR COVERINGS, WALL LININGS, ETC MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. Cleaning: Rates for floor covering shall include for proper cleaning on completion. VINYL FLOOR COVERINGS 2.5mm thick x 300mm x 300mm mixture of colours vinyl floor tiles laid in Marley No.60 Plus acrylic adhesive, or equal approved, spread with trowel having 1.5mm x 1.5mm x 1.5mm triangular notches at 4.00mm centres as per Architectural and Manufacturers specifications: 1 On floors. POLISH, SEALERS, ETC Scrub with a diluted neutral detergent complying with SABS 825 and thoroughly rinse, Apply three coats of a water based floor dressing complying to SABS 1042 on: 2 Vinyl tile flooring				
		m2	70,0		
		m2	70,0		
	Sub-Total Carried to Summary - Building works				

	BILL No. 9 IRONMONGERY MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Dorma or equal approved Hinges: 102 x75 x 3mm Two Ball Bearing Butt Hinge (Stainless Steel) - Code DBB-SS-009 Union or equal approved Locks: 4 Lever mortice lockset with satin-chrome plated handles Code - CZ682-24-61CH 3 Lever Mortice Deadlock (Stainless Steel) Code - 2157-78SS Roller catch SS Code - ARC 1182SS 50 x 25 LD polished barrel bolt Union or equal approved Door Stop Door stop - Code - AL8730AS Union or equal approved Cabin Hook Cabin hook LETTERS, NAMEPLATES, ETC Union or equal approved Sign indicator 150 x 150mm LEARNING AREA sign (Stainless Steel) Code - AL5066-06ASE10 Window size 1185 x 854mm high. REFUSE CANS 240 Litre Plastic (Wheeled) paper refuse can, colour green or similar approved.				
1		Pairs	3,0		
2		No	1,0		
3		No	1,0		
4		No	1,0		
5		m	1,0		
6		No	2,0		
7		No	2,0		
8		No	1,0		
9		No	8,0		
10		No	1,0		
Sub-Total Carried to Summary - Building works					
	BILL No. 10 METALWORK MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES				

	Descriptions Descriptions of bolts shall be deemed to include nuts and washers Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concreteMetalwork described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described NOTE: All steel will be Hot dipped galvanised unless otherwise stated. HOT-DIPPED GALVANIZED STEEL WINDOW FRAMES Purpose made school windows with brass fittings to opening sashes with and including 20x5mm burglar bars fitted externally central to the frame:				
1	Window size 1500 x 1500mm high. (Frames to Incl burglar bars) GALVANIZED PRESSED STEEL DOOR FRAMES 1,2mm galvanised mild steel standard pressed metal double rebated door frame welded with 2 x 100mm galvanised loose-pin hinges, adjustable chrome striking plates complete with straps for building in to suit one brick wall:	No	7,0		
2	Frame for door 813 x 2032mm high. HOT DIP GALVANIZED STEEL GATES Note: The contractor is to check on site measurements before placing of order. Security Gate consisting of 60 x 40 x 3mm galvanised mild steel frame with 12mm galvanised mild steel square bars infill at equal intervals, hang with one pair of galvanised mild steel hinges including locks, handles, ironmongery complete and fixed to brickwork:	No	1,0		
3	Security Gate size 980 x 2130mm high.	No	1,0		
Sub-Total Carried to Summary - Building works					

	BILL No. 11 PLASTERING MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SCREEDS 1:3 Cement and sand screeds steel trowelled on concrete:				
1	30mm thick on floors.	m2	79,0		
	Prepare existing surface and apply 4 to 5mm thick self-leveling Tal-Screed Master or Equal approved, in strict accordance with manufacturer's instructions, to form an even surface to receive vinyl sheeting (elsewhere measured):				
2	On screeded floors	m2	79,3		
	INTERNAL PLASTER Cement plaster on brickwork:				
3	On walls.	m2	180,0		
4	In narrow widths.	m2	6,0		
	EXTERNAL PLASTER Cement plaster trowelled smooth on brickwork				
5	On walls in patches.	m2	94,0		
	Sub-Total Carried to Summary - Building works				

	BILL No. 12 GLAZING MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. GLAZING TO STEEL WITH PUTTY All glazing shall be in accordance with SABS 0400 - 1990, SABS 1263 - 1. All safety flazing materials (individual panes) shall be permanently marked. Such marking shall be visible after glazing process. If it is not marked, it is not safety glass. 6.38mm PVB laminated clear safety glass secured into galvanized window with a compatible UV resistant sealant.				
1	Panes exceeding 0,1m2 and not exceeding 0,5m2.	m2	16,0		
	Sub-Total Carried to Summary - Building works				

	BILL No. 13 PAINTWORK MODEL PREAMBLES The tenderer is referred to the "General Preambles for Trades 2017" for supplementary and comprehensive expansion of descriptions, appropriate provision for which shall be deemed to have been included in all relevant rates. SUPPLEMENTARY PREAMBLES Proprietary products in descriptions: Proprietary products shall be used as specified. Substitute products of similar quality and specification may only be used with prior approval by the Principal Agent. All work to be executed in strict accordance with the specifications of the paint manufacturer. Where surfaces of plaster etc are sandy / friable, the first coat must be replaced with plaster primer thinned 10% with turpentine. PAINTWORK ETC TO NEW WORK ON FLOATED PLASTER Apply one coat DULUX Trade alkali resistant plaster prime followed by two coats of DULUX trade 100 low sheen or equal approved. Colour to Architects Approval. 1 On internal walls. m2 190,0 2 On external walls. m2 122,0 ON FIBRE-CEMENT BOARD SURFACES Apply one coat DULUX Trade alkali resistant plaster prime followed by two coats of DULUX trade 100 low sheen or equal approved coats of finishing paint or equal approved. All joints to be taped, skimmed and rubbed to a smooth finish. Colour to Architects Approval. 3 Ceilings and cornices. m2 70,0 4 Fascias and barge boards. m2 16,0 ON METAL SURFACES Apply one coat DULUX galvanised iron primer, one coat of DULUX universal undercoat followed by two coats of DULUX Gloss enamel paint or equal approved. Colour to Architects Approval. 5 Gates, grilles, burglar screens, balustrades, etc (both sides measured over the full flat area) m2 5,0 ON WOOD				
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	Apply one coat DULUX galvanised iron primer, one coat of DULUX universal undercoat followed by two coats of DULUX Gloss enamel paint or equal approved. Colour to Architects Approval.				
6	On doors.	m2	3,0		
	Prepare and brush surface to remove all loose contaminants and apply one coat of sanding sealer rubbed to a smooth finish followed by two coats "Wooddock" clear matt varnish or equal approved				
7	Skirtings, rails, frames, etc not exceeding 300mm girth	m	70,0		
	Prepare and brush surface to remove all loose contaminants and apply two coats "Carbolineum" or equal approved				
Sub-Total Carried to Summary - Building works					

	SUMMARY BUILDING WORKS				
Bill No. 1	Earthworks (Provisional)				
Bill No. 2	Concrete, Formwork and Reinforcement				
Bill No. 3	Masonry				
Bill No. 4	Waterproofing				
Bill No. 5	Roof Coverings Etc.				
Bill No. 6	Carpentry and Joinery				
Bill No. 7	Ceilings, Partitions and Access Flooring				
Bill No. 8	Floor Coverings, Wall Linings, Etc.				
Bill No. 9	Ironmongery				
Bill No. 10	Metalwork				
Bill No. 11	Plastering				
Bill No. 12	Glazing				
Bill NO. 13	Paintwork				
	Sub-Total Carried to Summary - Final Summary				
	SECTION 4				
	<u>BILL NO. 1</u>				
	EXTERNAL WORK				
	<u>FENCING</u>				
	Posts:				
1	75 - 100mm Diameter creosote treated gumpole intermediate post 2400mm long holed as necessary for wire or straining eye bolts and embedded 600mm deep in ground in and including 400 x 400 x 600mm deep cement concrete (15 MPa/19 mm stone) base including all excavations in earth, backfilling and ramming etc.	No	53		
2	75 - 100mm Diameter creosote treated gumpole gate post 2400mm long holed as necessary including 75 - 100 mm stay post, for wire or straining eye bolts and embedded 600mm deep in ground in and including 400 x 400 x 600mm deep cement concrete (15 MPa/19 mm stone) base including all excavations in earth, backfilling and ramming etc.	No	2		
3	Corner straining frame formed of three 75 - 100mm diameter vertical posts 2400mm long and two horizontal braces each 1200mm long with bottom ends of posts embedded in concrete and braced as last described including all excavations in earth, backfilling and ramming.	No	20		
	Fencing:				

4	Fencing formed of 50 x 100 x 2.5mm diameter galvanised weldmesh 1,800 m high with vertical wires facing outwards secured with "Howgring" clips or 1.6mm galvanised binding wire at 300 mm centres to top and bottom straining wires and 700 mm centres to four intermediate straining wires (straining wires elsewhere measured) including holes through posts.	m	180		
5	Six strands of 4mm galvanised straining wires secured to fencing posts with doubled 2mm galvanised wire inserted through hole in post and turned a minimum of four turns around straining wire and attached to straining frame at one end with not less than four turns and the other end to straining bolts (elsewhere measured).	m	960		
	Gates:				
6	Single pedestrain gate, size 900mm wide x 1800 mm high, formed of 50 mm diameter nominal bore x 3,25 mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, fixed gate posts, the gate covered with 50 x 100 x 2.5mm diameter galvanised weldmesh , leaf fitted with three 24 mm diameter x 300 mm long eyebolt hinges including all holes, etc. 500 mm long approved chain spot fitted to gate with 48mm padlock.	No	1		
7	Vehicle gate, size 3000mm wide x 1800 mm high, formed of 50 mm diameter nominal bore x 3,25 mm wall thickness hot dip galvanised mild steel pipe framing all round with mitred and welded angles and cross braces mullion and transome, scribed and welded into angles and at cross intersections, fixed gate posts, the gate covered with 50 x 100 x 2.5mm diameter galvanised weldmesh, both leafs fitted with three 24 mm diameter x 300 mm long eyebolt hinges including all holes, etc. 500 mm long approved chain spot fitted to gate with 48mm padlock.	No	1		
	Sundries:				
8	12mm Diameter galvanised mild steel straining eye bolt with hook, threaded portion and two nuts and washers, including hole through post or drilled and fixed into wall.	No	144		
	5000L Water Tank on Reinforced Concrete Stand				
9	Supply, delivery, and installation of a 5000L HDPE water tank mounted on a 2.0m high reinforced concrete stand. Concrete stand to be constructed with 25 MPa concrete, 150mm thick reinforced platform slab, four 300mm x 300mm columns, and 600mm x 600mm x 700mm deep concrete footings, including Y12 rebar @ 200mm centres. Tank to be securely fixed with anti-vibration mat and galvanised straps. Includes 110mm uPVC downpipes from roof gutters to tank with first flush diverter and filter screen, 50mm overflow, 40mm ball valve outlet with tap, and concrete apron for drainage. All to SANS 1200 and SANS 10252-1 standards.	No.	1		
	Sub-Total Carried to Final Summary				

SECTION 5**BILL NO. 1****BUDGETARY ALLOWANCES**Early Learning Resource Materials

Provide an amount R 5 000.00 (Five Thousand Rand) to supply after consultation with the Early Childhood Development (ECD) practitioner, **for furniture**, tables, chairs, mats, educational toys

1		Item	1,00	5 000,00	R	5 000,00
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2	Profit	Item	1,00			
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3	Attendance	Item	1,00			
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Provide an amount R 5 000.00 (Five Thousand Rand) to supply after consultation with the Early Childhood Development (ECD) practitioner, **stimulation material** in the form of fiction and non-fiction books, multilingual alphabet posters, life skills poster, puzzles etc.

4		Item	1,00	5 000,00	R	5 000,00
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5	Profit	Item	1,00			
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6	Attendance	Item	1,00			
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Sub-Contract AmountsGas Installation

Provide the Sub-Contract Amount of R18 000 (Eighteen Thousand Rand) for the complete Gas Installation to the Kitchen, including a galvanized framed metal gas cylinder cage suitable for storing two (2) 19kg gas cylinders, including providing training, operating and maintenance manuals, testing and provision of a Certificate of Compliance (COC) on completion.

7		Item	1,00	R 18 000,00	R	18 000,00
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8	Profit	Item	1,00			
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9	Attendance	Item	1,00			
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	<u>Pre-fabricated Toilets</u>						
10	Provide the Sub-Contract Amount of R 40 000 (Fourty Thousand Rand) for the design, off-site fabrication, delivery and assembly on site of two (2) separate pre-fabricated toilets, comprising a top structures with metal roof and lockable metal door, average size 1200mm x 1200mm x 2000mm high. Including a 2000mm deep pit lined with 140mm unplastered blockwall, with 30mm leaching gaps. Complete with one (1) adult VIP pedestal and one (1) junior VIP pedestal.	Item	1,00	R	40 000,00	R	40 000,00
11	Profit	Item	1,00				
12	Attendance	Item	1,00				
	<u>Electrical Installation</u>						
13	Provide an amount of R 20 000.00 (Twenty Thousand Rands) for Electrical Connection and reticulation all by a specialist. Including CoC	Item	1	R	20 000,00	R	20 000,00
14	Allow for Profit	Item	1				
15	Allow for attendance	Item	1				

	OUTDOOR PLAY EQUIPMENT					
16	Provide an amount of R 25 000 (Twenty thousand Rands) for supply and installation of outdoor play equipment	Item	1	R 25 000,00	R	25 000,00
17	Profit	Item	1			
18	Attendance	Item	1			
	<u>FITTINGS</u>					
19	Provide the amount of R8 500.00 (Eight Thousand Five hundred Rands) for Pigeon hole fitting 6100mm long	Item	1	R 8 500,00	R	8 500,00
20	Profit	Item	1			
21	Attendance	Item	1			
	COMMUNITY LIASON					
22	Provide and amount of R7000 (Seven thousand Rands) a CLO	Item	1	R 7 000	R	7 000,00
23	Profit	Item	1			
24	Attendance	Item	1			

FINAL SUMMARY				
SECTION 1: PRELIMINARIES				
SECTION 2: DEMOTION OF EXISTING STRUCTURE				
SECTION 3: BUILDING WORKS				
SECTION 4: EXTERNAL WORK				
SECTION 5: BUDGETARY ALLOWANCES				
SUB-TOTAL				
CONTINGENCIES				
Allow contingency of R20 000 for contingencies to be used as directed and deducted in whole or in part if not required.				20 000
SUB-TOTAL				
Add Value Added Tax at the rate of 15%	VAT	15,0		
GRAND TOTAL CARRIED TO FORM OF OFFER				