



**EASTERN CAPE PROVINCE**  
**DEPARTMENT OF EDUCATION**  
**REQUEST FOR QUOTATION**  
**FOR**  
**REPAIRS AND MAINTENANCE WORK AT FUNULWAZI PRE-SCHOOL**  
**2 GB**

**EDUCATION DISTRICT: AMATHOLE EAST**

**RFQ NO.: 2025/05/1163**

**Consisting of:**

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

**BIDDER: .....**

**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](http://www.edu.ecprov.gov.za)

**MAY 2025**  
**PNO: P901 5005**

# REQUEST FOR QUOTATION

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## **Part 1: RFQ PROCEDURE**

**T1.1:     REQUEST FOR QUOTATION Notice and Invitation  
                 to RFQ (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 FUNULWAZI PRE-SCHOOL” (PROJECT DESCRIPTION)**

**RFQ No. 2025/05/1163**

**[CIDB Grade: 2GB Category or Higher]**

**Principal Agent**

Ms. Z. Mzazela

Tel: 073 826 0105

Email: [zimasa.mzazela@ecdoe.gov.za](mailto:zimasa.mzazela@ecdoe.gov.za)

**Project Leader (DoE)**

Ms. V. Tandwa

Tel: 078 346 5146

Email: [Vuyokazi.tandwa@ecdoe.gov.za](mailto:Vuyokazi.tandwa@ecdoe.gov.za)

RFQ documents are downloadable free of charge from the Eastern Cape Department of Education website [www.ecdoe.gov.za](http://www.ecdoe.gov.za). RFQ documents will be available on **27 May 2025**. No RFQ documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to:

**Pakamile.Nxozana@ecdoe.gov.za** Technical enquiries: may be addressed in writing to **Ms. V. Tandwa**, email – [Vuyokazi.tandwa@ecdoe.gov.za](mailto: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 Tuesday, 10 June 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**

**Mr P Nxozana**

**Tel: 040 608 4524**

**[pakamile.nxozana@ecdoe.gov.za](mailto:pakamile.nxozana@ecdoe.gov.za)**

**Infrastructure Contact Official**

**Ms. Z. Mzazela**

**Tel: 040 608 4707**

**[zimasa.mzazela@ecdoe.gov.za](mailto:zimasa.mzazela@ecdoe.gov.za)**

## PART A INVITATION TO RFQ

<b>YOU ARE HEREBY INVITED TO RFQ FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION</b>					
RFQ NUMBER:	2025/05/1163	CLOSING DATE:	10 JUNE 2025	CLOSING TIME:	11h00am
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF FUNULWAZI PRE-SCHOOL				
<b>RFQ RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE RFQ BOX SITUATED AT (STREET ADDRESS)</b>					
Department of Education					
Steve Tshwete Education Complex					
Zone 6					
Zwelitsha					
<b>TENDERING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. Pakamile Nxozana		CONTACT PERSON	Mrs. V. Tandwa	
TELEPHONE NUMBER	040 608 4524		TELEPHONE NUMBER	040 608 4707	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Pakamile.Nxozana@ecdoe.gov.za		E-MAIL ADDRESS	Vuyokazi.tandwa@ecdoe.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF TENDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO TENDERING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>					

## 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 TENDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 TENDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 TENDERS 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](http://WWW.SARS.GOV.ZA)
- 2.4 TENDERS 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 TENDER 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 TENDER: .....

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

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF FUNULWAZI PRE-SCHOOL</b>		
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>		
<b>Advertising date:</b>	<b>27 May 2025</b>	<b>Closing date:</b>	<b>10 June 2025</b>
<b>Closing time:</b>	<b>11h00</b>	<b>Validity period</b>	<b>120 Days</b>

Clause number																					
	<p>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.</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of RFQ to which it mainly applies.</p>																				
C.1.2	The employer is the Eastern Cape Province <b>Department of Education</b>																				
C.1.3.1	<p>The REQUEST FOR QUOTATION documents issued by the employer comprise:</p> <p><b>THE REQUEST FOR QUOTATION (SINGLE VOLUME)</b> <b>Part 1: Tendering Procedure</b> T1.1 REQUEST FOR QUOTATION Notice and Invitation to RFQ (SBD1) T1.2 REQUEST FOR QUOTATION Data</p> <p><b>Part 2: Agreement and Contract Data</b> 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</p> <p><b>Part 3: Returnable Schedules/Documents</b> T2.1 List of Returnable Documents T2.2 Returnable Documents:</p> <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 Tender</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 Tender	Additional documents
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	T2.2.7	Relevant project experience - completed projects	Additional documents
	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 Tender), etc	Mandatory Requirement
		<ul style="list-style-type: none"><li>Valid Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993</li></ul>	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
	PRICING SCHEDULE	<ul style="list-style-type: none"><li>Priced BoQ</li></ul>	Mandatory Requirement
<b>THE CONTRACT</b> <b>Part 4: Scope of Work</b> C3.1 Scope of work C3.2 Health and Safety Specification C3.4 Contractors Reports <b>Part 5: Pricing data</b> C2.1 Pricing instructions C2.2 Preliminaries / Bill of Quantities / Final Summary <b>Part 6: Site information</b> 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:	<a href="mailto:zimasa.mzazela@ecdoe.gov.za">zimasa.mzazela@ecdoe.gov.za</a>	
C.2.1	Only those Tenders who satisfy the following eligibility criteria should submit REQUEST FOR QUOTATIONS:  1. Submit an offer only if the Tender satisfies the criteria stated in the REQUEST FOR QUOTATION data and the Tender, or any of his principals, is not under any restriction to do business with the employer.  2. The Tender is registered with the CIDB, in a <b>2GB</b> or Higher class of construction work.  3. The Tender is registered on the National Treasury Central Supplier Data Base ( <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a> )  4. The Tender accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact.  5. Tenders 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: 1. Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. 2. 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		

	<p>grading designation determined in accordance with the sum RFQ for a <b>2GB or Higher</b> class of construction work.</p> <p>3. The members/parties have signed a joint venture agreement.</p>
C.2.7	<p>The arrangements for the compulsory clarification meeting, if any, are as stated in the REQUEST FOR QUOTATION Notice (T1.1).</p> <p>A REQUEST FOR QUOTATION will not be considered if the Tender or their representative has not attended the compulsory briefing session.</p> <p>Tenders must sign the attendance register in the name of the Tendering entity.</p> <p>Addenda will be issued to and REQUEST FOR QUOTATIONS will be received only from those Tendering entities appearing on the attendance register.</p> <p>REQUEST FOR QUOTATION documents will not be issued at the clarification meeting.</p>
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 ECDofE may disregard any content in the REQUEST FOR QUOTATION that is illegible and will be under no obligation whatsoever to seek clarification from the Tender.
C.2.12	<p>If a Tender 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.</p> <p>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.</p> <p>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 Tender, 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.</p> <p>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.</p> <p><b>Alternative RFQ offer permitted:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
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 RFQ (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 RFQ (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 Tenders 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	<p>Financial Offer and Preference will be evaluated as follows:</p> <p>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.</p> <p>The score for price is calculated using the following formula:</p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:</p> <p style="margin-left: 40px;">P<sub>s</sub>        =        Points scored for price of RFQ under consideration;</p> <p style="margin-left: 40px;">P<sub>t</sub>        =        Price of RFQ under consideration and</p> <p style="margin-left: 40px;">P<sub>min</sub>     =        Price of lowest acceptable RFQ.</p> <p>A trust, consortium or joint venture will qualify for points for their Specific Goals.</p>
C.3.13	<p><b>REQUEST FOR QUOTATION offers will only be accepted if:</b></p> <ol style="list-style-type: none"> <li>1. The Tender 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;</li> <li>2. The Tender has not: <ol style="list-style-type: none"> <li>a. Abused the Employer's Supply Chain Management System; or</li> <li>b. Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ol> </li> <li>3. The Tender has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Tender's ability to perform the contract in the best interests of the employer or potentially compromise the REQUEST FOR QUOTATION process;</li> <li>4. The Tender is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> </ol> <p>The Tender is in good standing with the Compensation Fund.</p>

C.3.17	The number of paper copies of the signed contract to be provided by the employer is <b>1 (one)</b> copy of the signed contract to the successful Tender.
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## T1.3 BID EVALUATION CRITERIA

### T1.3: BID EVALUATION CRITERIA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND MAINTENANCE OF FUNULWAZI PRE-SCHOOL		
RFQ No:	2025/05/1163		
Advertising date:	27 May 2025	Closing date:	10 June 2025
Closing time:	11h00	Validity period	120 Days

BID EVALUATION CRITERIA										
<p><b>This RFQ will be evaluated in Two (2) phases as follows:</b></p> <p><b>Phase One:</b> Compliance, and responsiveness to the RFQ rules and conditions, thereafter they will be evaluated on PPPFA.</p> <p><b>Phase Two:</b> Tenders passing the stage above will thereafter be evaluated on PPPFA.</p> <table><tr><td>Maximum points on price</td><td>-</td><td><b>80 points</b></td></tr><tr><td>Maximum points for Specific goals</td><td>-</td><td><b>20 points</b></td></tr><tr><td><b>Maximum points</b></td><td>-</td><td><b>100 points</b></td></tr></table> <p><b>Phase 1: Compliance, and responsiveness to the RFQ rules and conditions</b></p> <p><b>Tenders must comply with the following RFQ conditions in order to proceed to Phase Two Of Evaluation:–</b></p> <ol style="list-style-type: none"><li>1. Priced Bills of Quantities must be submitted.</li><li>2. Tenders are required to have an active CIDB contractor Grading designation <b>2GB</b> or Higher. Proof of Cidb Registration or CRS number must be submitted with the RFQ.</li><li>3. RFQs which are late will not be accepted.</li><li>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</li><li>5. Failure to complete <u>all</u> supplementary information and the RETURNABLE SCHEDULES may result in the REQUEST FOR QUOTATION being eliminated.</li><li>6. Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender</li></ol> <p><b>Failure to submit the following completed and signed compulsory documents will result in elimination of the RFQ:</b></p>		Maximum points on price	-	<b>80 points</b>	Maximum points for Specific goals	-	<b>20 points</b>	<b>Maximum points</b>	-	<b>100 points</b>
Maximum points on price	-	<b>80 points</b>								
Maximum points for Specific goals	-	<b>20 points</b>								
<b>Maximum points</b>	-	<b>100 points</b>								

FORM C1.1	Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that 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									
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T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement									
T2.2.11	CIDB grading certificate or CRS No.	Mandatory Requirement									
T2.2.12	Other certificates (certified copies to be inserted by Tender), etc	Mandatory Requirement									
	<ul style="list-style-type: none"> <li>A valid Letter of Good Standing from Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993</li> </ul>	Mandatory Requirement									
	<ul style="list-style-type: none"> <li>Priced BoQ</li> </ul>	Mandatory Requirement									
<p><b>Phase Two:</b> Tenders passing the stage above will thereafter be evaluated on PPPFA.</p> <p><b>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</b></p> <table> <tr> <td>Maximum points on price</td> <td>-</td> <td><b>80 points</b></td> </tr> <tr> <td>Maximum points for Specific goals</td> <td>-</td> <td><b>20 points</b></td> </tr> <tr> <td><b>Maximum points</b></td> <td>-</td> <td><b>100 points</b></td> </tr> </table>			Maximum points on price	-	<b>80 points</b>	Maximum points for Specific goals	-	<b>20 points</b>	<b>Maximum points</b>	-	<b>100 points</b>
Maximum points on price	-	<b>80 points</b>									
Maximum points for Specific goals	-	<b>20 points</b>									
<b>Maximum points</b>	-	<b>100 points</b>									

## **Part 2: AGREEMENT AND CONTRACT DATA**



## **C1.1      Form of Offer and Acceptance**

## C1.1: FORM OF OFFER AND ACCEPTANCE

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

### 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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL**

The Tender, 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 Tender, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender 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 Tender before the end of the period of validity stated in the REQUEST FOR QUOTATION data, whereupon the Tender becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Tender** .....

.....  
(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 Tender'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 Tender's offer shall form an agreement between the employer and the Tender 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 Tender 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 Tender 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 Tender receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tender (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 Tender'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 Tender 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 Tender 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 Tender 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. Tenders 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, Tenders 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 Tenders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenders shall not apply.

**C.1.6.2.2** All responsive Tenders or at least a minimum of not less than three responsive Tenders 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, Tenders shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenders 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 Tenders 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**

Tenders 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 Tenders shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenders 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 Tenders 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 Tenders 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 Tenders 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 Tenders 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 Tenders 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 Tenders' 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 Tenders' 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 Tenders, then advise Tenders 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 Tenders, 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 Tenders whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

Not disclose to Tenders, 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 Tenders 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.

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
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 Tenders 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 Tenders or might prejudice fair competition between Tenders.

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## **C1.2      Contract Data**

## C1.2 : CONTRACT DATA : JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

	<p>The Conditions of Contract are clauses 1 to 42 of the <b>JBCC</b> series 2000 <b>Principal Building Agreement</b> (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all the variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the Tender documents. Both part 1 and part 2 form part of this <b>agreement</b>.</p> <p>Spaces requiring information must be filled in, shown as “<b>not applicable</b>” or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets.</p>
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<b>42.0</b>	<b>PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER</b>
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<b>42.1</b>	<b>CONTRACTING AND OTHER PARTIES</b>
<b>42.1.1</b>	<p><b>Employer:</b> Eastern Cape Province Department of Education</p> <p><b>Postal address:</b> Private Bag X0032 BHISHO 5605</p> <p><b>Tel:</b> 040 608 4335                      <b>Fax:</b> 040 – 602 7272</p> <p><b>Physical address:</b> Steve Tshwete Building Zone 6 Zwelitsha</p>
[1.2]	

42.1.2 [1.1, 5.1]	Principal Agent: XXX  Tel: Fax:
42.1.3 [1.1, 5.2]	Agent (1) - XXX  Agent's service:  Postal address:   Tel: Fax:
42.1.4 [1.1, 5.2]	Agent (2) - XXX  Agent's service:  Postal address:   Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) - XXX  Agent's service:  Postal address:   Tel: Fax:
42.1.6 [1.1, 5.2]	Agent (4) - XXX  Agent's service:  Postal address:   Tel: Fax:
42.2	CONTRACT DETAILS
42.2.1 [1.1]	<b>Works</b> description: Refer to document C3.1 – Scope of Work.
42.2.2 [1.1]	<b>Site</b> description: Refer to document C4 – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :
[31.1 #] [31.11.2 #] [31.12.2#]       [11.2.#]	1) Interest rate legislation: (a) in respect of interest owed by the <b>employer</b> , the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and  (b) in respect of interest owed to the <b>employer</b> , the interest 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), will apply

<p>[31.4.2 #]</p> <p>[40.2.2.#]</p> <p>[26.1.2 #]</p>	<p>2) Lateral support insurance to be effected by the <b>contractor</b>: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3) Payment will be made for materials and goods on site: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Under no circumstance will deposits due by the <b>contractor</b> to any supplier or subcontractor for materials or equipment be paid prior to the delivery to site thereof, after which it will be regarded as materials and goods on site.</p> <p>4) Dispute resolution by adjudication: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>5) Extended <b>defects</b> liability period is applicable to the following elements:  - all civil works such as roads, parking areas, stormwater &amp; soil drainage  - all work done under electrical subcontracts  - all work done under mechanical subcontracts</p>
<p>42.2.6 [15.3]</p>	<p>Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b>: Five (5) working days.</p>
<p>42.2.7 [24.3.1] [30.1]</p>	<p>For the <b>works</b> as a whole: The date for <b>practical completion</b> shall be <b>Three (03)</b> Months (including statutory holidays, but excluding the annual builders' shutdown period) from the date that possession of the site is given to the contractor and the penalty per calendar day shall be <b>5.75c per R100 of the contract value</b>.</p>
<p>42.2.9 [1.2]</p>	<p>The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b></p>
<p><b>42.3</b></p>	<p><b>INSURANCES</b></p>
<p>42.3.1 [10.1 #, 10.2 #, 12.1 #]</p>	<p>Contract <b>works</b> insurance to be effected by the <b>contractor</b>  <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20%  With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.2 [10.1 #, 10.2 #, 12.1 #]</p>	<p>Supplementary insurance is required: <b>Yes</b>  To the minimum value of the <b>contract sum</b> plus 20 %</p>
<p>42.3.3 [11.1 #, 12.1 #]</p>	<p>Public liability insurance to be effected by the <b>contractor</b>  <input checked="" type="checkbox"/> For the sum of R 5 million  With a deductible not exceeding 5% of each and every claim</p>
<p>42.3.4 [11.2 #, 12.1 #]</p>	<p>Support insurance to be effected by the <b>contractor</b>:  <b>Not Applicable</b></p>
<p><b>42.4</b></p>	<p><b>DOCUMENTS</b></p>
<p>42.4.2 [3.7]</p>	<p>Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge</p>
<p>42.4.3</p>	<p><b>Bills of quantities / <del>Lump sum document</del> schedule of rates</b> drawn up in accordance with: Standard System of Measuring Building Work (seventh edition as amended)</p>
<p>42.4.4 [15.1.1]</p>	<p>The <b>priced bills of quantities</b> shall be submitted with the REQUEST FOR QUOTATION submission : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>

42.4.5 [3.4]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>
42.4.6 [31.5.3]  [32.13]	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC Contract Price Adjustment Provisions (CPAP)</b> as set out in the <b>CPAP Indices Application Manual</b> as prepared by the <b>JBCC Series 2000</b>, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> <li>1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities</li> <li>2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170</li> <li>3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries</li> <li>4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Tenders, will not be permitted</li> <li>5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45</li> </ol> <p>Alternative Indices: <b>Not Applicable</b></p>
42.4.7 [3.10]	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause 1.1</b></p> <p><b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Offer and Acceptance, comes into effect.</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's construction guarantee</b> form as selected in the <b>schedule</b>.</p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the date that possession of the site is given to the <b>contractor</b> and ending on the date of <b>practical completion</b>.</p> <p><b>CORRUPT PRACTICE</b> – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p><b>FRAUDULENT PRACTICE</b> – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Tender, and includes collusive practice among Tenders (prior to and after the Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender of the benefits of free and open competition.</p> <p><b>INTEREST</b> – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the <b>employer</b>, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the <b>employer</b>, the interest 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), will apply</p>

**SECURITY** – means the form of **security** provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expenses or loss.

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his RFQ.

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer, principal agent** and **agents** shall have access to at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the **principal agent** and in terms of which the employer shall sign all documents

10.5 Add the following as 10.5

#### **Damage to the works**

- a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

10.6 Add the following as 10.6

#### **Injury to Persons or loss of or damage to Properties**

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

#### **HIGH 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 subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

##### **10.7.1 Damage to the works**

The **contractor** shall, from the **commencement date** of the **works** 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

##### **10.7.2 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 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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4	The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the <b>contractor's</b> default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered one indivisible whole
14.0	Replace the entire clause 14.0 with the following:
14.0	<b>SECURITY</b>
14.1	In respect of contracts with a <b>contract sum</b> up to R1 million, the <b>security</b> to be submitted by the <b>contractor</b> to the <b>employer</b> will be as a payment reduction of five percent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT)
14.1.1	The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)
14.1.2	The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction <b>security</b> or portions thereof to the <b>contractor</b>
14.2	In respect of contracts with a <b>contract sum</b> above R1 million, the <b>contractor</b> shall have the right to select the <b>security</b> to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such <b>security</b> shall be provided to the <b>employer</b> within fourteen (14) calendar days from <b>commencement date</b> . Should the <b>contractor</b> fail to select the <b>security</b> to be provided or should the <b>contractor</b> fail to provide the <b>employer</b> with the selected <b>security</b> within fourteen (14) calendar days from <b>commencement date</b> , the <b>security</b> in terms of 14.7 shall be deemed to have been selected.
14.3	Where the <b>security</b> as a cash deposit of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected:
14.3.1	The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to ten percent (10%) of the <b>contract sum</b> (excluding VAT) within fourteen (14) calendar days from <b>commencement date</b>
14.3.2	Within fourteen (14) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to three percent (3%) of the contract value (excluding VAT), and refund the balance to the <b>contractor</b>
14.3.3	Within fourteen (14) calendar days of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall reduce the cash deposit to an amount equal to one percent (1%) of the contract value (excluding VAT) and refund the balance to the <b>contractor</b>
14.3.4	On the date of payment of the amount in the final <b>payment certificate</b> , the <b>employer</b> shall refund the remainder of the cash deposit to the <b>contractor</b>
14.3.5	The <b>employer</b> shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the cash deposit <b>security</b> or portions thereof to the <b>contractor</b>
14.3.6	The parties expressly agree that neither the <b>employer</b> nor the <b>contractor</b> shall be entitled to cede the rights to the deposit to any third party
14.4	Where <b>security</b> as a variable <b>construction guarantee</b> of ten percent (10%) of the <b>contract sum</b> (excluding VAT) has been selected: <b>NOT APPLICABLE</b>



	<p>14.4.1 The <b>contractor</b> shall furnish the <b>employer</b> with an acceptable variable <b>construction guarantee</b> equal in value to ten percent (10%) of the <b>contract sum</b> (excluding VAT) within fourteen (14) calendar days from <b>commencement date</b></p> <p>14.4.2 The variable <b>construction guarantee</b> shall reduce and expire in terms of the Variable <b>Construction guarantee</b> form included in the invitation to Tender</p> <p>14.4.3 The <b>employer</b> shall return the variable <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.4.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall issue a written demand in terms of the variable <b>construction guarantee</b></p> <p>14.5 Where <b>security</b> as a fixed <b>construction guarantee</b> of five percent (5%) of the <b>contract sum</b> (excluding VAT) and a five percent (5%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.5.1 The <b>contractor</b> shall furnish a fixed <b>construction guarantee</b> to the <b>employer</b> equal in value to five percent (5%) of the <b>contract sum</b> (excluding VAT) within fourteen (14) calendar days from <b>commencement date</b></p> <p>14.5.2 The fixed <b>construction guarantee</b> shall come into force on the date of issue and shall expire on the date of the last <b>certificate of practical completion</b></p> <p>14.5.3 The <b>employer</b> shall return the fixed <b>construction guarantee</b> to the <b>contractor</b> within fourteen (14) calendar days of it expiring</p> <p>14.5.4 The payment reduction of the value certified in a <b>payment certificate</b> shall be in terms of 31.8(A) and 34.8</p> <p>14.5.5 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> shall be entitled to issue a written demand in terms of the fixed <b>construction guarantee</b> or may recover from the payment reduction or may do both</p> <p>14.6 Where <b>security</b> as a cash deposit of five percent (5%) of the <b>contract sum</b> (excluding VAT) and a payment reduction of five percent (5%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.6.1 The <b>contractor</b> shall furnish the <b>employer</b> with a cash deposit equal in value to five percent (5%) of the <b>contract sum</b> (excluding VAT) within fourteen (14) calendar days from <b>commencement date</b></p> <p>14.6.2 Within twenty-one (21) calendar days of the date of <b>practical completion</b> of the <b>works</b> the <b>employer</b> shall refund the cash deposit in total to the <b>contractor</b></p> <p>14.6.3 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(A)</p> <p>14.6.4 Where the <b>employer</b> has a right of recovery against the <b>contractor</b> in terms of 33.0, the <b>employer</b> may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both</p> <p>14.7 Where <b>security</b> as a payment reduction of ten percent (10%) of the value certified in the <b>payment certificate</b> (excluding VAT) has been selected:</p> <p>14.7.1 The payment reduction of the value certified in a <b>payment certificate</b> shall be mutatis mutandi in terms of 31.8(B)</p> <p>14.7.2 The <b>employer</b> shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the <b>employer</b> complies with the provisions of 33.4 in which event the <b>employer's</b> entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the <b>contractor</b></p>
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14.8	Payments made by the guarantor to the <b>employer</b> in terms of the fixed or variable <b>construction guarantee</b> shall not prejudice the rights of the <b>employer</b> or <b>contractor</b> in terms of this agreement
14.9	Should the <b>contractor</b> fail to furnish the <b>security</b> in terms of 14.2 the <b>employer</b> , in his sole discretion, and without notification to the <b>contractor</b> , is entitled to change the <b>contractor's</b> selected form of <b>security</b> to that of a ten percent (10%) payment reduction of the value certified in the <b>payment certificate</b> (excluding VAT), whereafter 14.7 shall be applicable
15.1.1	No clause
15.1.4	Add 15.1.4 as follows:  An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of <b>commencement date</b> .  The abovementioned plan shall also address all additional requirements with regard to the Coronavirus pandemic in terms of all Covid-19 legislation, regulations and guidelines as an additional safe work procedure on site.
15.2.1	Under 41: Amend to read as follows:  "Give the <b>contractor</b> possession of the site within five (5) working days of the <b>contractor</b> complying with the terms of 15.1.2 and 15.1.4
17.1.11	Delete the words "and the appointment of <b>nominated</b> and <b>selected subcontractors</b> "
20.1.3	No clause
21.0	No clause
29.2.5	No clause
31.5.2	Security adjustments in terms of 14.0 and 31.8
31.1.4	Add 15.1.4 as follows:
31.6	The value of materials and goods in terms of 31.4.2 shall be included in the value certified only where, to the satisfaction of the principal agent, the materials and goods are:
31.6.5	Add 31.6.5 as follows: Covered by an advance payment guarantee or such other security as may be accepted by the employer where stored off the site. Standard JBCC Guarantee wording would be applicable.
31.8	Amend as follows:
31.8(A)	Where a <b>security</b> is selected in terms of 14.1; 14.5 or 14.6, the value of the <b>works</b> in terms of 31.4.1 and of the <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(A).1	Ninety-five percent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(A).2	Ninety-seven percent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(A).3	Ninety-nine percent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6

31.8(A).4	One hundred percent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.8(B)	Where <b>security</b> is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety percent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(B).2	Ninety-seven percent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(B).3	Ninety-nine percent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(B).4	One hundred percent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except where the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>
31.9	Replace “twenty-one (21) calendar days” with “thirty (30) calendar days”. Should the Contractor’s tax clearance certificate expire during the contract period, the Employer shall be entitled to withhold payment without incurring any liability for interest, until a valid tax clearance certificate is submitted to the Employer, at which point, upon that date, the thirty (30) day period for due date of payment of the invoice shall commence.
31.12	Delete the following: “Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due.”
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: “...due to no fault of the <b>contractor</b> ”
32.12	Replace “ <b>contractor</b> ” with “ <b>employer</b> ”
33.2	Add the following clauses 33.2.9 to 33.2.13:
33.2.9	the <b>contractor’s</b> failure or neglect to commence with the <b>works</b> on the dates prescribed in the contract
33.2.10	the <b>contractor’s</b> failure or neglect to proceed with the <b>works</b> in terms of the contract
33.2.11	the <b>contractor’s</b> failure or neglect for any reason to complete the <b>works</b> in accordance with the contract
33.2.12	the <b>contractor’s</b> refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract
33.2.13	the <b>contractor’s</b> estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
34.13	Replace “seven (7) calendar days” with “thirty (30) calendar days” and delete the words: “subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due” as per <b>PPPFA</b>

	<p>36.3 Remove reference to “No clause”, and replace “<b>principal agent</b>” with “<b>employer</b>”</p> <p>36.7 Add the following: “Notwithstanding any clause to the contrary, on cancellation of this 37.5 this agreement either by the <b>employer</b> or the <b>contractor</b>; or for any reason whatsoever and whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a 38.7 date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p> <p>37.3.5 Replace “ninety (90)” with “one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof: :”within one hundred and twenty (120) <b>working days</b> of completion of such report”</p> <p>40.2.2 under clause 41 – Replace “one (1) year” with “three (3) years”</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change “(10)” to “(15)”</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
<b>42.0</b>	<b>PART 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR</b>
42.0.1	The successful <b>contractor</b> must have a built environment professional on his staff or he must employ one for the duration of the contract.
42.0.2	All RFQs shall remain valid for a period of one hundred and twenty (120) calendar days after the REQUEST FOR QUOTATION closing date.
42.0.3	The successful Tender will be required to submit an Approved Health and Safety File within fourteen (14) calendar days upon receipt of the letter of award.
42.0.4	The successful Tender will be required to submit a letter of good standing from the compensation commission or FEMA within fourteen (14) calendar days upon receipt of the letter of award.
42.0.5	The successful Tender will be required to submit a construction program and contractor’s cash flow within twenty one (21) calendar days upon receipt of the letter of award.
42.0.6	At least thirty percent (30%) of the total labour force employed during the execution of the <b>works</b> , shall be from the local community.
42.0.7	Labour rates to be in line with National Minimum Wage Act.
	<b>POST-RFQ INFORMATION</b>
<b>42.5</b>	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></p> <p>.....</p> <p>Postal address:</p> <p>.....</p> <p>.....</p>

	<p>.....</p> <p>Tel: ..... Fax: ..... E-mail: .....</p> <p>TAX / VAT Registration No: .....</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>								
42.5.2	<p>The accepted <b>contract sum</b> inclusive of tax is</p> <p>R.....</p> <p>Amount in words: .....</p> <p>.....</p>								
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>:</p> <p>.....</p>								
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input checked="" type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>								
42.5.7 [14]	<p>The <b>security</b> to be provided by the <b>contractor</b>:</p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide <b>security</b> in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <table border="1"> <tr> <td>(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> <tr> <td>(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)</td><td>Yes <input type="checkbox"/> No <input type="checkbox"/></td></tr> </table> <p><b>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</b></p>	(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>	(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(1) cash deposit of 10% of the <b>contract sum</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(2) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(3) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
(4) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT)	Yes <input type="checkbox"/> No <input type="checkbox"/>								
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the construction period:</p> <p>from ..... to .....</p>								

<b>42.6</b>	<b>DOCUMENTS</b>															
42.6.1	<p>Contract documents marked and annexed hereto:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%; padding: 5px;"><b>Priced bills of quantities:</b></td> <td style="width: 20%; padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="width: 45%; padding: 5px;">Document marked as .....</td> </tr> <tr> <td style="padding: 5px;"><b>Lump sum document:</b></td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as .....</td> </tr> <tr> <td style="padding: 5px;"><b>Guarantees:</b></td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as .....</td> </tr> <tr> <td style="padding: 5px;"><b>Contract drawings:</b></td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">Document marked as .....</td> </tr> <tr> <td style="padding: 5px;"><b>Other documents</b></td> <td style="padding: 5px;">Yes <input type="checkbox"/> No <input type="checkbox"/></td> <td style="padding: 5px;">(attach additional pages if more space is required)</td> </tr> </table> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-bottom: 5px;"></div>	<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....	<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)
<b>Priced bills of quantities:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Lump sum document:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Guarantees:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Contract drawings:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Document marked as .....														
<b>Other documents</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>	(attach additional pages if more space is required)														

<b>42.8</b>	<b>SIGNATURES OF THE CONTRACTING PARTIES</b>				
	<p>Thus done and signed at _____ on _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>_____ Name of signatory</p>   <p>_____ Capacity of signatory</p> </td> <td style="width: 50%; vertical-align: top;"> <p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p>   <p>_____ as Witness</p> </td> </tr> </table> <p>Thus done and signed at _____ on _____</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>_____ Name of signatory</p>   <p>_____ Capacity of signatory</p> </td> <td style="width: 50%; vertical-align: top;"> <p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto</p>   <p>_____ as Witness</p> </td> </tr> </table>	<p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p>	<p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p>	<p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p>	<p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p>
<p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p>	<p>_____ for and behalf of the <b>Employer</b> who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p>				
<p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p>	<p>_____ for and behalf of the <b>Contractor</b> who by signature hereof warrants authorization hereto</p> <p>_____ as Witness</p>				

## **C1.3      Form of Guarantee**

## C 1.3.1: FIXED CONSTRUCTION GUARANTEE - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

1. With reference to the contract between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as the "**contractor**") and the **Eastern Cape Department of Education** (hereinafter referred to as the "**employer**").  
REQUEST FOR QUOTATION No: RFQ 2025/05/1163 for the **APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL** (hereinafter referred to as the "**contract**")  
in the amount of R \_\_\_\_\_, ( \_\_\_\_\_  
\_\_\_\_\_) (amount in words),  
(hereinafter referred to as the **contract sum** excluding VAT.)  
I/We, \_\_\_\_\_  
in my/our capacity as \_\_\_\_\_ and hereby  
representing \_\_\_\_\_ (hereinafter  
referred to as the **guarantor**") advise that the **guarantor** hold at the **employer's** disposal the sum of  
R \_\_\_\_\_ ( \_\_\_\_\_)  
(amount in words) being 5% of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
2. The **guarantor** hereby renounces the benefits of the exceptions non numeratae pecunia, non causa debiti; excussionis et divisionis; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
6. This undertaking is neither negotiable nor transferable, and
  - a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
  - b) shall lapse on the date of the last **certificate of practical completion**; and
  - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.



SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AS WITNESS

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
By and on behalf of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(insert the name and physical address of the guarantor)

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_  
(duly authorized thereto by resolution attached marked Annexure A)

DATE: \_\_\_\_\_

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Part 3: Returnable Schedules/Documents**

## **T2.1 List of Returnable Documents**

## 2.1: LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>		
<b>Principal Agent:</b>	Eastern Cape Province Department of Education	<b>RFQ No:</b>	<b>2025/05/1163</b>

### 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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Preference points claim form in terms of Preferential Procurement Regulations 2022 (SBD 6.1)	6 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Signatory (T2.2.1)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Authority for Joint Ventures (T2.2.2) (if applicable)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Proposed Subcontractors (T2.2.3)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Final Summary Page of Bills of Quantities (C1.1a)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Completed Project Reference Forms (T2.2.13)	6 Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Capacity of the Tender (T2.2.6)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CIDB Grading Certificate (T2.2.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Locality of Head Office (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2.9)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

<b>RFQ Document Name</b>	<b>Number of pages issued</b>	<b>Returnable Document</b>
Form of Offer and Acceptance (C1.1)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	14 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicable form of Guarantee (C1.3)	4 Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Priced Bills of Quantities including Preliminaries (C2.2)	132 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## **T2.2      Returnable schedules**

## **SBD 4 : TENDER'S DISCLOSURE**

## TENDER'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 Tender 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. Tender's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the Tender or any of its directors / trustees / shareholders / members / partners or

---

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



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 Tender 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 consortium<sup>2</sup> 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 Tender, 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 Tender 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 Tender 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 and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of ~~57~~contract.

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 Tender

## **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 Tenders (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 TENDERS AND SUCCESSFUL TENDERS (CONTRACTORS)**

- 3.1 Tenders 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 Tenders (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](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful Tender (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 Tender (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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$		

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.

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

## **T2.2.1 Certificate of Authority for Signatory**

## T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

**NOTE: Tenders 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 Tender 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

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

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: _____

## **T2.2.4 Site Inspection Certificate**

## T2.2.4: SITE INSPECTION CERTIFICATE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

I/We have visited the site for the above-mentioned works at the date specified below.

I/We have thoroughly studied the site, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the inspection and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Inspection:

Time of Inspection:

---

Name of Tenderer

---

Signature of Tender

---

Signature of Representative/Agent

---

Date

**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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

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 \_\_\_\_\_

Tender \_\_\_\_\_

## **T2.2.6 Capacity of Tender**

## T2.2.6: CAPACITY OF THE TENDER

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>
<p>WORK CAPACITY: (The Tender 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 Tender. Failure to furnish the particulars may result in the RFQ being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

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 Tender are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	..... ...	Date:	.....
Name:	..... ...	Position:	.....

Tender: .....

## **T2.2.7 Relevant Project Experience - Completed Projects**



## T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

Tenders 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 Tender'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 Tender are within my personal knowledge and are to the best of my knowledge both true and correct.

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

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

Tender \_\_\_\_\_

## **T2.2.8 Relevant Project Experience - Current Projects**

## T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

Tenders 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 Tender'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 Tender are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Tender</i>	_____		

## **T2.2.9    Schedule of Plant & Equipment**

## T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

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 .....

Tender .....

## **T2.2.10 Compulsory Enterprise Questionnaire**

## T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>		
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>		
<p>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.</p>			
<b>Section 1: Name of enterprise:</b>			
<b>Section 2: VAT registration number, if any:</b>			
<b>Section 3: CIDB registration number, if any:</b>			
<b>Section 4: CSD number:</b>			
<b>Section 5: Particulars of sole proprietors and partners in partnerships:</b>			
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
<b>Section 6: Particulars of companies and close corporations</b>			
Company registration number:			
Close corporation number:			
Tax reference number:			
<b>Section 7: SBD4 issued by National Treasury must be completed for each Tender and be attached as a REQUEST FOR QUOTATION requirement.</b>			
<b>Section 8: SBD6 issued by National Treasury must be completed for each Tender and be attached as a REQUEST FOR QUOTATION requirement.</b>			
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> <li>i) authorizes the employer to verify the Tenders tax clearance status from the South African Revenue Services that it is in order;</li> <li>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;</li> <li>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;</li> <li>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 Tenders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and</li> <li>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.</li> </ul>			
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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

Tenders 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  
TENDER  
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 TENDER**

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

Tenders 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

<b>NOTE:</b> 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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

**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 Tender.**

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 Tender):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tender 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 Tender 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 Tender

\_\_\_\_\_  
Signature of Tender

\_\_\_\_\_  
Date



## PROJECT REFERENCE RETURNABLE 2 OF 3

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

**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 Tender.**

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 Tender):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tender 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 Tender 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 Tender

\_\_\_\_\_  
Signature of Tender

\_\_\_\_\_  
Date

## PROJECT REFERENCE RETURNABLE 3 OF 3

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

**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 Tender.**

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 Tender):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tender 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 Tender 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 Tender

\_\_\_\_\_  
Signature of Tender

\_\_\_\_\_  
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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

### **C3. Scope of Works**

#### **1. GENERAL**

##### **a) EXTENT OF THE WORKS**

**The work comprises of:**

- Repairs and renovations of the existing structure

##### **b) 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 Tender is to take specific notice of this, most especially to the penalty clause.

##### **c) BUILDING OCCUPIED**

Yes

##### **d) 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 2024 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		
<b>Totals for this sheet</b>																			Total No. of workers Employed on the Project
<b>Totals from previous sheet</b>																			
<b>Totals carried forward</b>																			

(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:.....

Project No. .... Project Name: ..... Week Ending: ..... Sheet:..... of ....

Entries in this portion to be completed by Foreman									Entries in this portion to be Completed by Contractor				
No.	Name of local worker	Day Tasks Worked							Payment				
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker
Totals This Sheet													
Totals Brought Forward From previous Sheet													
Totals Carried Forward													
									(A)		(B)		

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
<b>Total</b>			<b>R</b>

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 <b>individual local workers</b> who have worked on the Project (Column N)			100%
10. How many of the Total No. are <b>local youth</b> (35 yrs and under) (Column B & D)			
11. How many of the Total No. are <b>local women</b> (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				
<b>Total</b>				

**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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

### **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 Tender 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 MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL
REQUEST FOR QUOTATION No:	2025/05/1163

**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

<b>Project title:</b>	<b>APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF FUNULWAZI PRE-SCHOOL</b>
<b>REQUEST FOR QUOTATION No:</b>	<b>2025/05/1163</b>

[illegible]

**PROJECT NAME: FUNULWAZI PRE SCHOOL – CENTANE**  
**PROJECT DESCRIPTION: REPAIRS AND MAINTENANCE**  
**LOCAL MUNICIPALITY: MNQUMA**

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b><u>BILL NO.1</u></b>				
	<b><u>PRELIMINERIES AND GENERAL</u></b>				
	<b>NOTES:</b>				
	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.				
	<b>SPECIFIC REQUIREMENTS</b>				
	The contractor shall allow for the following specific requirements of the employer:				
1	Main notice board of an approved design with the title of the project and the names of the employer, and the contractor sign written thereon.	Item	1		
2	Suitable office accommodation for meetings held on site.	Item	1		
3	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		
	<b>OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS</b>				



	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.				
4	Develop Health and Safety Plans for the Contractor and Subcontractors. Fixed charge item:_____	Item	1		
5	Provide Risk Assessments for the Contractor and Subcontractors. Fixed charge item:_____	Item	1		
6	Provide and manage resources to implement and maintain the Safety Plans of the Contractor and Subcontractors. 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 the design, supply, storage and erection of materials used for temporary and permanent work. Fixed charge item:_____ Time related item:_____	Item	1		
8	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		
9	Administration, reporting, training, inspections and monitoring required to implement the Contractor's Health and Safety Plan. Fixed charge item:_____ Time related item:_____	Item	1		
10	Internal audits. Fixed charge item:_____ Time related item:_____	Item	1		
11	Other Health and Safety obligations. Fixed charge item:_____ Time related item:_____	Item	1		
	<b>OWN REQUIREMENTS</b>				

	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:				
12	Site supervision:	Item	1		
13	Works insurances.	Item	1		
14	Public liability.	Item	1		
15	Plant and equipment.	Item	1		
16	Cleaning.	Item	1		
17	Other (Specify).	Item	1		
18	Other (Specify).	Item	1		
	Other (Specify).	Item	1		
	<b>NOTE:</b>				
	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				

	<b>Sub-Total carried to Summary</b>				
	<b>BILL NO. 2</b>				
	<b>ALTERATIONS</b>				
	<b>REMOVAL OF EXISTING WORK</b>				
	<u>Breaking down and removing</u>				
1	Take down and demolish existing unsafe partitioning structure including filling of holes and make good for painting.	m2	28		
	<u>Taking down and removing roofs, floors, paneling, ceilings, partitions, etc:</u>				
2	Carefully remove damaged corrugated iron roof sheets and replace with new roof sheets (elsewhere measured) and prepare for new roof structure	m <sup>2</sup>	88		
3	Vinyl tile floor covering including preparing screed for new carpet, vinyl sheeting or tile etc. (new floor finish elsewhere)	m <sup>2</sup>	90		
	<u>Taking out and removing existing doors and frames:</u>				
4	remove existing door and the existing new steel door frame including all related items	No	3		
	<u>Hacking up/off and removing screeds, plaster, etc. from concrete or brickwork and preparing surfaces for new screeds, plaster, etc:</u>				
5	25mm Screed from floors	m <sup>2</sup>	90		
6	Internal plaster from walls	m <sup>2</sup>	122		
7	External plaster from walls	m <sup>2</sup>	165		
	<b>MAKING GOOD OF FINISHES, ETC.</b>				
	<u>Making good screed:</u>				
9	On floors in patches	m <sup>2</sup>	25		
10	On treads and risers of staircases	m <sup>2</sup>	20		

	<u>Making good cement plaster:</u>				
11	On walls in patches	m²	25		
	<b>OPENINGS THROUGH EXISTING WALLS, ETC.</b>				
	<u>Breaking out for and forming openings through brickwork:</u>				
16	Cut through existing brickwork and form opening for air bricks size 230 x 230mm high including setting up and building in (air brick elsewhere measured)	No	8		
	<b>SERVICING OF WINDOWS, DOORS, ETC</b>				
	<u>Clean out rebates of existing steel windows and prepare to receive new putty:</u>				
18	Replace putty	m	18		
	<u>Remove and replace all all steel windows including replacing any defective or missing parts by alluminium windows including preparing for them:</u>				
19	Remove all steel window size 1400 x 870mm high overall	No	5		
20	Fix all window size 970 x 1 400mm high overall with alluminium windows	No	6		
	<u>Attend to, service and repair as necessary all timber doors including replacing any defective or missing parts:</u>				
21	Remove all doors size 813 x 2 032mm high overall including door, hinges and ensure that preparation of door is aligned to open and close correctly	No	6		
	<b>STRUCTURAL REPAIRS</b>				
	<u>Clean and prepare substrate and apply 'Sikadur - 52' or similar approved crack injection system, all in accordance with manufacturer's instructions:</u>				
22	Repair cracks in brick walls	m	68		
	<b>Sub-Total</b>				

	<b>BILL NO. 3</b>				
	<b>EARTHWORKS</b>				
	<b>SITE CLEARANCE, ETC.</b>				
	<u>Site clearance</u>				
	Clear site of all rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc.				
1	Storm water channels (V-shaped)	m <sup>2</sup>	75		
2	Walkways	m <sup>2</sup>	38		
	<b>EXCAVATION, FILLING, ETC.</b>				
	<u>Open face excavation in earth over sloping site:</u>				
3	Open face excavation	m <sup>3</sup>	17		
	<u>Extra over all excavations for carting away:</u>				
4	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m <sup>3</sup>	17		
	<u>Risk of collapse of excavations:</u>				
5	Sides of trench and hole excavations not exceeding 1,5m deep	m <sup>2</sup>	17		
	<u>Keeping excavations free of water:</u>				
6	Keeping excavations free of all water other than subterranean water	Item			
	<u>Earth filling supplied by the contractor compacted to 98% Mod AASHTO density:</u>				
7	Under aprons, walkways, etc.	m <sup>3</sup>	26		
8	Backfilling to trenches, etc.	m <sup>3</sup>	3		
	<u>Compaction of surfaces:</u>				
9	Compaction of ground surface under floors etc. by wetting and compacting with a vibratory roller	m <sup>2</sup>	170		
	<b>Sub-Total</b>				

	<b>BILL NO. 4</b>				
	<b>CONCRETE, FORMWORK AND REINFORCEMENT</b>				
	<u>Stormwater Channels</u>				
	<u>20Mpa/19mm concrete</u>				
	In-Situ concrete (20Mpa) open stormwater channels having V - Shaped water way formed in top, finished smooth on all exposed surfaces (3:1) untinted cement plaster trowelled smooth and with angles rounded, cast suitable lengths in alternate panels, including all formwork, moulds, shallow excavation, 150mm G7 filling and ramming, type 193 fabric reinforcement, laying to falls, bedding and pointing (3:1) cement mortar:				
1	Channel size 600mm wide x 200mm thick overall with a 600mm wide x 100mm deep V - Channel waterway.	m	52		
2	Apron to falls	m <sup>3</sup>	3.5		
4	Ramp to falls	m <sup>3</sup>	0,5		
	<b>TEST BLOCKS</b>				
5	Making and testing 150 x 150 x 150mm concrete strength test cube	No	3		
	<u>Fabric reinforcement:</u>				
6	Type 193 fabric reinforcement in concrete apron and walkways etc.	m <sup>2</sup>	170		
	<b>FIBRE-CEMENT WINDOW SILLS</b>				
7	Natural grey sills in single lengths bedded in cement mortar, including metal fixing lugs, etc 15 x 150mm Wide sills set flat and slightly projecting	m	16		
	<b>Sub-Total</b>				

	<b>BILL NO. 6</b>				

	<b>WATERPROOFING</b>				
	<b>WATERPROOFING ROOFS</b>				
	Prime surface with bitumen primer and apply one layer "Derbigum SP4" or similar approved waterproofing membrane with 75mm side laps and 100mm end laps, sealed to primed surface to falls and cross falls by "torchfusion" laid in accordance with manufacturer's instructions:				
1	On turn-ups and turn-downs exceeding 300mm girth	m²	9		
	<b>Sub-Total</b>				
	<b>BILL NO. 7</b>				
	<b>ROOF COVERINGS ETC</b>				
	<b>ROOF SHEETING AND ACCESSORIES</b>				
1	Supply and fix 0.58mm thick S-profile galvanised steel roof sheeting with Colorplus/Colomet/Chromadek finish on one side (colour to be approved), in transportable lengths not exceeding 6.6m, laid on timber purlins at maximum 900mm centres, fixed to trusses at maximum 1200mm centres. Roof pitch not to exceed 20 degrees. Includes all laps, fixings, sealing washers, and accessories for a complete waterproof installation. Roof covering to be installed on <b>structural timber roof trusses</b> (measured elsewhere), with a roof pitch <b>not exceeding 15 degrees</b> . Sheeting to be fixed using <b>galvanised self-tapping roofing screws with bonded washers</b> , ensuring full weatherproofing and proper lap joints as per SANS requirements.	m²	55		
	<b>Sub-Total</b>				

#### **BILL NO. 8**

	<b>CARPENTRY AND JOINERY</b>				
	<b>ROOFS, ETC.</b>				
	<b>ROOF CONSTRUCTION</b>				
1	Wall plates (38 x 76mm SA Pine)	m	20		

2	Rafters (38 x 114mm SA Pine at 760mm c/c)	No.	14		
3	Purlins (38 x 76mm)	m	70		
4	Underlay (moisture barrier)	m²	55		
5	Battens (38 x 38mm)	m	90		
6	Corrugated roof sheeting (0.47mm)	m²	55		
7	Barge boards and fascia boards	m	20		
8	Ridge capping and flashing	m	10		
9	Wall plates (38 x 76mm SA Pine)	m	20		
10	Rafters (38 x 114mm SA Pine at 760mm c/c)	No.	14		
	<b>TIMBER DOORS</b>				
	<b>Supply and fix external door:</b>				
11	44mm thick x 813mm wide x 2032mm <b>high solid timber door</b> , framed, ledged, braced, and rebated, suitable for external use. The door to be installed in a <b>hardwood frame</b> , complete with external-grade hinges, lockset, handles, and all required ironmongery.  Fixing to include all necessary <b>cutting, plugging, bedding, sealing, and weatherproofing</b> , ensuring proper alignment and operation. Door to be treated for external conditions and finished with primer or wood sealer (as specified).	No.	3		
	<b>Supply and fix internal door:</b>				
12	44mm thick x 813mm wide x 2032mm high softwood <b>door</b> , framed, ledged, and braced, fixed in a softwood or hardwood frame.	No.	3		
	Door to be securely fixed in prepared openings, including all trimming, fitting, and making good around frame. All timber to be sanded smooth and primed or sealed for internal use.				
	<b>EAVES, VERGES, ETC.</b>				
	<b>FIBRE-CEMENT ACCESSORIES</b>				



	Nutec' fascia boards, medium density plain fibre cement fascia fixed with fittings and fixing accessories, fixed in accordance with the manufacturers instructions:				
5	15 x 225mm Fascia boards fixed with 38 x 38mm blocking pieces at 1,20m centres twice brass screwed including splay cutting end of rafter before fixing.	m	50		
	<b>SKIRTINGS</b>				
6	19 x 70mm Skirting with 19mm quadrant, plugged and screwed to walls	m	82		
	<b>DOORS</b>				
	Wrought meranti doors suitable for painting hung to timber frame (elsewhere):				
7	44mm x 813 x 2032mm High framed, ledged and braced rebated single door (fixed to new door frame)	No	6		
	Solid core flush door with 10mm hardwood edges and veneer on both sides suitable for painting, hung to timber (elsewhere):				
8	44mm Door size 813 x 2032mm high(fixed to new door frame)	No	2		
	<b>Sub-Total</b>				
	<b>BILL NO. 9</b>				
	<b><u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u></b>				
	<b><u>NAILED UP AND SCREW UP CEILINGS</u></b>				
	Supply and fix <b>6mm thick 'Nutec' or similar approved fibre cement ceiling boards</b> , fixed to ceiling supports using <b>32 x 2.5mm galvanised serrated nails</b> at <b>150mm centres</b> in one direction. Joints to be covered with a <b>painted timber cover strip</b> , neatly installed and flush with the ceiling surface. Ceiling to be fixed level, plumb, and in accordance with manufacturer's specifications, ready to receive paint finish.				
1	Supply and fix 38 x 38mm sawn softwood ceiling brander, installed at 400mm centres, securely fixed to timber roof trusses to support ceiling boards (trusses measured elsewhere). Brander to be level, straight, and properly	m	143		

	anchored. Including all cutting, jointing, fixing materials, and 10% allowance for wastage				
2	<b>Extra over ceiling</b> for the supply and installation of a <b>600mm x 600mm access trap door</b> , complete with <b>framing, hinges, latch, and timber surround</b> , fitted flush with ceiling surface. Trap door to match adjacent ceiling finish and provide secure access to roof void.	No	1		
	<u>CEILINGS ETC Wrought softwood</u>				
3	Supply and fix 19 x 70mm plain profile cornice, manufactured from timber or fibre cement (as specified), securely fixed to the wall and ceiling junction using approved mechanical or adhesive fixing method. Includes all cutting, mitred joints at corners, and surface preparation for a smooth, uniform finish.	m	33		
	<b>Sub-Total</b>				
	<b><u>BILL NO. 10</u></b>				
	<b>FLOOR COVERINGS, WALL LININGS, ETC.</b>				
	<b>FLOOR COVERINGS</b>				
	<b>Supply and fix 300 x 300 x 2.5mm thick "Kalahari Quartz" or similar approved semi-flexible vinyl floor tiles</b> , adhered to prepared screeded surface using a <b>manufacturer-recommended vinyl tile adhesive</b> , laid true to line and level, with tight joints and uniform finish.				
1	On floors	m <sup>2</sup>	90		
	<b>POLISH, SEALERS, ETC</b>				
	Scrub, rinse and apply 2 coats acrylic sealant in accordance with manufacturer's instructions:				
2	<b>Apply two (2) coats of approved polymer-based floor dressing to vinyl flooring in accordance with SABS 1042</b> , ensuring a clean, uniform, and slip-resistant finish. Surface to be properly prepared and cleaned prior to application, and dressing applied as per manufacturer's instructions.	m <sup>2</sup>	90		
	<b>Sub-Total</b>				
	<b>BILL NO. 11</b>				

	<b>IRONMONGERY</b>				
	<b>HINGES, BOLTS, ETC</b>				
	'Union' or similar approved hinges:				
1	100mm Brass hinge	No	8		
	<b>LOCKS</b>				
	Union				
2	Three lever mortice lockset with CP on brass Gower Lever handles	No	4		
	<b><u>LETTERS, NAMEPLATES, ETC</u></b>				
	4mm Perspex signs painted white on back with letters and numerals reverse engraved and painted black				
	200 x 30mm High signs with 15mm high letters and numerals fixed with two self-tapping screws to steel and reading as follows:				
1	<b>LEARNING AREA</b>	No	1		
2	<b>LEARNER TOILET</b>	No	1		
3	<b>STAFF TOILET</b>				
4	<b>SICK BAY</b>	No	1		
5	<b>STOREROOM</b>	No	1		
6	<b>KITCHEN</b>	No	1		
	<b>SUNDRIES</b>				
6	Rubber door stopper	No	3		
	<b>Sub-Total</b>				
	<b>BILL NO 12</b>				
	<b>METALWORK</b>				
	<b><u>STEEL MEDICINE CABINET</u></b>				

1	Steel medicine cabinet protected by a double bitted key lock, which is supplied with two keys. Unit to have one shelf. Mounted to walls. Size 320x360mm. Cabinet to be properly marked with medical aid emblem.	No	1		
	<b>Sub-Total</b>				
	<b>BILL NO. 13</b>				
	<b>STEEL BURGLAR BARS</b>				
	Supply, fabricate, and install <b>mild steel burglar bars</b> , comprising <b>25 x 5mm flat bars</b> , spaced <b>horizontally at 110mm centres</b> and <b>vertically at 300mm centres</b> , securely fixed to walls using <b>one-way countersunk security bolts</b> .				
1	Burglar bar for window size 970 x 1 400mm high	No	4		
2	Two (2) burglar-proof doors, each sized 900mm (W) x 2100mm (H), fabricated from the same bar configuration, and fitted with hinges, lockable latch mechanisms, anti-lift features, and steel stops. All steelwork to be cleaned, primed, and painted with two coats of anti-corrosive enamel paint, colour to be approved by the Engineer	No.	2		
	<b>Sub-Total</b>				
	<b>BILL NO. 14</b>				
	<b>PLASTERING</b>				
	<b>SCREEDS</b>				
	<u>Screed on concrete:</u>				
1	25mm Thick on floors and landings	m <sup>2</sup>	42		
	<b>PLASTER</b>				
	<u>Cement plaster on brickwork:</u>				
2	On walls	m <sup>2</sup>	287		
3	On narrow widths	m <sup>2</sup>	25		
	<b>Sub-Total</b>				

	<b>BILL NO. 15</b>				
	<b>PLUMBING AND DRAINAGE (PROVISIONAL)</b>				
	<b>RAINWATER DISPOSAL</b>				
	Rainwater Gutters and Downpipes:				
	'Marley Vynadeep' uPVC or similar approved:				
1	PVC eaves gutters fixed with concealed brackets.	m	30		
2	Extra over eaves gutter for stopped end	No	4		
3	Extra over eaves gutter for 90 degrees angles	No	1		
4	Extra over eaves gutter for outlet for down pipe	No	2		
5	100mm Diameter rainwater pipe fixed to wall with brackets, including sealing joints	m	9		
6	Extra over rainwater pipe for bend	No	4		
7	Extra over rainwater pipe for shoe	No	2		
8	Supply and mount 4.5 kg Fire Extinguisher	No	1		
9	Service existing Fire extinguishers	No	2		
	<b>Sub-Total</b>				
	<b>BILL NO 16</b>				
	<b>GLAZING TO STEEL WITH PUTTY</b>				
	6,38mm Intruderprufe NS clear safety glass set in U-shaped felt gaskets				
1	Panes not exceeding 0,1m2	m <sup>2</sup>	3		
	<b>Sub-Total</b>				
	<b><u>BILL NO. 17</u></b>				
	<b><u>PAINTWORK</u></b>				
	<b><u>ON PLASTER</u></b>				

	<u>Prepare surfaces and remove all loose material, apply one coat alkali resistant plaster primer and two coats acrylic emulsion paint:</u>				
1	On interior walls	m <sup>2</sup>	230		
2	On external walls	m <sup>2</sup>	228		
	<u>ON PLASTER BOARD</u>				
	<u>Prepare surfaces and remove all loose material, apply one coat primer and two coats acrylic PVA paint:</u>				
3	On ceilings and cornices	m <sup>2</sup>	172		
	<u>FIBRE-CEMENT SURFACES</u>				
	<u>prepare surfaces and remove all loose material, apply one coat plaster primer and two coats polyurethane enamel paint:</u>				
4	Facias and barge boards	m <sup>2</sup>	8		
5	On window cills	m <sup>2</sup>	4		
	<u>ON METAL</u>				
	<u>Wash down thoroughly with degreaser and rinse with water removing all traces of degreaser. Allow to dry and prime with one coat primer and two coats polyurethane enamel paint on steel:</u>				
6	Windows	m <sup>2</sup>	5		
7	On steel posts, etc not exceeding 300mm girth	m	12		
	<u>Prepare surfaces and remove all loose material, apply one coat plaster primer and two coats polyurethane enamel paint:</u>				
8	On corrugated profile roof sheeting (measured on flat)	m <sup>2</sup>	113		
	<u>ON WOOD</u>				
	<u>Prepare and apply one coat calcium plumbate primer, one coat undercoat and one coat gloss enamel paint</u>				
9	On interior doors and exterior doors	m <sup>2</sup>	5		
10	On door frames	m <sup>2</sup>	6		

	<u>Clean, fill holes, sand down and prepare wood surfaces and apply three coats polyurethane varnish with light sanding between coats:</u>				
11	On skirtings, rail, etc not exceeding 300mm girth	m	90		
	<b>Sub-Total</b>				

	<b>BILL NO 18</b>				
	<b>EXTERNAL WORKS</b>				
	<b>FENCING</b>				
	<u><b>Posts:</b></u>				
1	Supply and erect intermediate fence posts, 75–100mm diameter, 2400mm long, creosote-treated gumpoles, drilled as necessary for wire or straining eye bolts. Posts to be installed at 2m centres, embedded 600mm deep in 400mm x 400mm x 600mm concrete bases (15MPa/19mm aggregate), including all necessary excavation, concrete, backfilling and compaction.	No.	59.0		
2	Supply and erect strainer/end posts, 125–150mm diameter, 2400mm long, creosote-treated gumpoles, embedded 600mm into 400mm x 400mm x 600mm concrete bases (15MPa), including all necessary drilling, excavation, concrete, and backfilling.	No.	3.0		
3	Provide, mix and place 15MPa/19mm concrete to all post foundations as described above.	m <sup>3</sup>	5.95		
4	Supply and install 5 lines of galvanised fencing wire (barbed or plain as specified), stretched and tensioned across the full 120m length, securely tied to all posts with appropriate fastenings.	m	600.0		
5	Supply and install all necessary accessories including binding wire, tensioning devices, eye bolts, and straining components for a complete and functional fencing system.	Item	1.0		

6	Supply and erect intermediate fence posts, 75–100mm diameter, 2400mm long, creosote-treated gumpoles, drilled as necessary for wire or straining eye bolts. Posts to be installed at 2m centres, embedded 600mm deep in 400mm x 400mm x 600mm concrete bases (15MPa/19mm aggregate), including all necessary excavation, concrete, backfilling and compaction.	No.	59.0		
7	Supply and erect strainer/end posts, 125–150mm diameter, 2400mm long, creosote-treated gumpoles, embedded 600mm into 400mm x 400mm x 600mm concrete bases (15MPa), including all necessary drilling, excavation, concrete, and backfilling.	No.	3.0		
8	Provide, mix and place 15MPa/19mm concrete to all post foundations as described above.	m³	5.95		
9	Supply and erect <b>corner straining frames</b> at all four corners of rectangular fence, each comprising <b>three (3) vertical creosote-treated gumpoles</b> , 75–100mm Ø x 2400mm, and <b>two (2) horizontal braces</b> , 75–100mm Ø x 1200mm. All vertical posts to be embedded 600mm into <b>400 x 400 x 600mm concrete bases (15MPa/19mm stone)</b> , including all <b>excavation, concrete placing, backfilling, and compaction</b> . Complete installation as per Engineer's detail.	No	4		
	<b>Fencing:</b>				
10	<b>Fencing to consist of 50 x 100 x 2.5mm galvanised weldmesh panels</b> , 1800mm high, with <b>vertical wires facing outward</b> . Weldmesh to be securely fixed using <b>"Howgring" clips</b> or <b>1.6mm galvanised binding wire</b> at <b>300mm centres</b> to the top and bottom straining wires, and at <b>700mm centres</b> to the four intermediate horizontal straining wires. Straining wires are <b>measured separately</b> . Include all drilling of holes through posts for proper wire alignment and fixing.	m	136		
11	Supply and install <b>six (6) strands of 4mm galvanised straining wire</b> , fixed to posts using doubled 2mm galvanised binding wire passed through pre-drilled holes, turned minimum four times around each strand. Secure one end to straining frame and the other to tensioning bolts (measured elsewhere).	m	720		
	<b>Gates:</b>				



12	Supply, fabricate, and install <b>single pedestrian gate, 900mm wide x 1800mm high</b> , formed of <b>Ø50mm nominal bore x 3.25mm wall thickness hot-dip galvanised mild steel pipe</b> framing, including <b>mitred and fully welded corners, cross braces, mullion, and transom</b> scribed and welded at all intersections. Gate to be fixed to <b>galvanised steel posts</b> and covered with <b>50x100x2.5mm galvanised weldmesh</b> . Gate leaf to be fitted with <b>three (3) Ø24mm x 300mm long eyebolt hinges</b> , including all drilling and fixings. Supply and install <b>500mm long approved chain</b> spot-welded to the gate and <b>48mm padlock</b> . All steelwork to be <b>hot-dip galvanised</b> after fabrication. Complete in all respects.	No	1		
13	<b>Supply, fabricate and install double-leaf vehicle gate</b> , total size <b>3000mm wide x 1800mm high</b> , constructed from <b>50mm diameter nominal bore x 3.25mm wall thickness hot-dip galvanised mild steel pipe</b> , mitred and fully welded at corners, with cross braces, mullion and transom scribed and welded at intersections. Gate to be fixed to galvanised steel gate posts and covered with <b>50 x 100 x 2.5mm galvanised weldmesh</b> . Each leaf to be fitted with <b>three (3) 24mm diameter x 300mm long eyebolt hinges</b> , including all necessary drilling, welding, and fixings. Include <b>500mm long approved chain</b> , spot-welded to frame, and <b>48mm padlock</b> . All materials to be hot-dip galvanized. Complete in all aspects	No	1		
	<b>TANKS ETC</b>				
14	<b>Supply and installation of 5000-litre SG1-rated polyethylene drinking water storage tank</b> (e.g. JoJo or approved equivalent), with internal black lining suitable for potable water. Tank to be mounted on a <b>2000mm x 2000mm x 500mm high reinforced concrete plinth</b> , including all associated <b>earthworks, formwork, reinforcement, concreting, and plastering</b> . Installation to include <b>complete outlet assembly, ball valve, tap</b> , and all necessary <b>fittings and pipe connections</b> , fully installed and commissioned to the satisfaction of the Engineer.	No	1		
	<b>Sub-Total</b>				

<b><u>BILL NO 19</u></b>				
<b><u>PROVISIONAL SUMS</u></b>				
<b><u>Pre-cast concrete Toilets</u></b>				

1	<b>Provisional Allowance of R 40,000.00</b> for the <b>construction of two (2) pit toilets</b> , comprising one (1) <b>child-sized unit</b> and one (1) <b>adult-sized unit</b> . Each toilet to be constructed using <b>precast concrete panels or rings</b> for durability and ease of assembly.	Item		R 40 000	R 40 000
2	Profit	Item			
3	Attendance	Item			
	<u>Fittings</u>				
4	<b>Provisional Sum of R6,500.00 (Six Thousand Five Hundred Rand)</b> for the <b>supply and installation of pigeon hole fittings</b> , comprising <b>thirty (30) compartments</b> , each approximately <b>100mm long</b> , constructed from high-quality, durable material (e.g. laminated board or timber), suitable for document or small item sorting. To include all necessary supports, fixings, edge finishes, and installation complete.	Item		R 6 500	R 6 500
5	Profit	Item			
6	Attendance	item			
	<u>Gas Installation</u>				
7	Provide an amount of R18 000.00 (Eighteen thousand Rands) for the complete Gas installation to the kitchen, including a galvanized framed metal gas cylinder cage suitable for storing two 19 kg gas cylinders, including providing training, operating and maintenance manuals, testing and provision of a certificate of compliance (COC) on completion.	item		R 18 000	R 18 000
8	Profit	Item			
9	Attendance	item			
	<u>Outdoor Active Play (Wooden jungle Gyms)</u>				
10	Provide an amount of R20 000 (Twenty Thousand Rands) for outdoor active play equipment (Provisional)	item		R 20 000	R 20 000
11	Profit	Item			
12	Attendance	Item			
	<u>Electrical Installation</u>				

13	Provide an amount of R20 000.00 ( Fifteen Thousand Rands) for Electrical connection.	item		R 20 000	R 20 000
14	Profit	Item			
15	Attendance	item			
16	Provide and amount of R8000 (Eight thousand Rands) for a refrigerator with freezer.	Item	1	R 8 000	R 8 000
	Profit	item	1		
	Attendance	item			
	<b>Sub-Total</b>				

## FINAL SUMMARY

1	PRELIMINERIES AND GENERAL	Sum			
2	ALTERATIONS	Sum			
3	EARTHWORKS	Sum			
5	CONCRETE, FORMWORK AND REINFORCEMENT	Sum			
6	MASONRY	Sum			
7	WATERPROOFING	Sum			
8	ROOF COVERING	Sum			
9	CARPENTRY AND JOINERY	Sum			
10	CEILINGS, PARTITIONS AND ACCESS FLOORING	Sum			
11	FLOOR COVERING	Sum			
12	IRONMONGERY	Sum			
13	METAL WORK	Sum			
14	STRUCTURAL STEEL	Sum			
15	PLASTERING	Sum			
16	PLUMBING	Sum			
17	GLAZING	Sum			
18	PAINTWORK	Sum			
19	EXTERNAL WORK	Sum			
20	PROVISIONAL SUMS	Sum			
	Sub-Total				
	ADD: CONTINGENCIES				R 20 000
	SUB-TOTAL				
	ADD VAT 15%				

	TOTAL				
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