Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

TENDER

APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT

ORT5-26/27-0040 ORR

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 25 NOVEMBER 2026 **TIME: 11:00 am**



Department of Public Works & Infrastructure
KD Matanzima Building
Corner Owen and Victoria Street
Mthatha
5099

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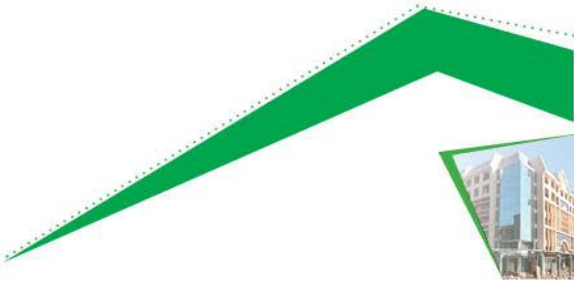
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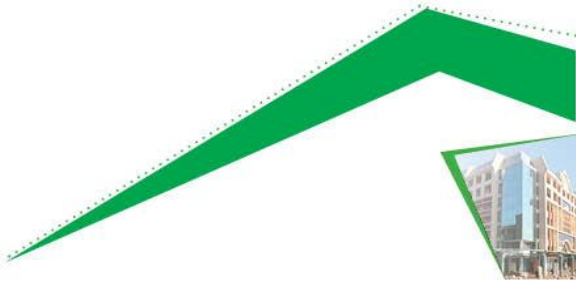
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THE TENDER

PART T1: TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works & Infrastructure invites contractors with a CIDB Grading of **Grade 2SO or higher** in the following Class of works Specialist Work (**SO)** to tender for **APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT** for a period of **12 months'** contract. The contract will be based on the **JBCC Principal Building Agreement 2000 edition 6.3 of 2024,** and the Eastern Cape Department of Public Works & Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience suitably qualified personnel in providing similar services to that are required are eligible to submit tenders

Bid documents will be available on **11 November 2026.** Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov/tenders) or from National Treasury's tender portal (http://www.etender.gov.za/content/advertised-tenders). No Bid documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to: Ms Lindiwe Mbaleni Lindiwe.mbaleni @ecdpw.gov.za **Technical enquiries:** may be addressed in writing to Mr S. Zenzile – email: sizwe.zenzile@ecdpw.gov.za

B. TENDER SUBMISSIONS

Bids must be submitted in sealed envelopes clearly marked **"ORT5-26/27-0040 ORR, APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT"** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, K.D MATANZIMA BUILDING, MTHATHA**.

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **25 NOVEMBER 2026.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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C. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase One : Compliance, responsiveness to the bid rules and conditions.
Phase Two : Preferential Procurement Policy Framework Act (PPPFA), and Preferential Procurement Regulations 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	**80 points**
Maximum points for Specific Goals	-	**20 points**
Maximum points	-	**100 points**

D. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The specifications, rules, special conditions of bid, evaluation criteria, and rules for evaluation
3. The Department of Public Works and Infrastructure SCM policy applies.
4. Tender validity period is **120 days.**

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
  Enquires: Ms L. Mbaleni
  Email Address: Lindiwe.mbaleni@ecdpw.gov.za
  Tel No: 047 505 2754
  Cell: 081 028 5559

- **TECHNICAL ENQURIES**
  Enquires: Mr S. Zenzile
  Email Address: sizwe.zenzile@ecdpw.gov.za
  Tell No: 047 505 2831
  Cell No: 060 531 0032

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701

PART T1.2: TENDER DATA

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.
SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.
Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Public Works & Infrastructure – Eastern Cape
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism **Part C2: Pricing data** C2.1 - Pricing Instructions C2.2 - Bills of Quantities **Part C3: Scope of work** C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The Employer's Agent is: Name: Mr S. Zenzile Department of Public Works and Infrastructure KD Matanzima Building, Mthatha 060 531 0032 E-mail: sizwe.zenzile@ecdpw.gov.za
3.5	The language for communications is English

3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	**Tender's obligations**
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **2 SO or higher** class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB in the **SO** class of works. 2. the lead partner has a contractor grading designation in the CIDB **Grade 1 SO or 1 SO PE** class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB **Grade 1 SO or 1SO PE** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender **as per the conditions of the Form of Contract signed or SLA**. The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**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.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **Tender documents will not be made available at the clarification meeting**
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least **5** **(Five) working days** **before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of **N/A** is required and shall remain valid for a period not exceeding N**/A** days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box:** Department of Public Works & Infrastructure, KD Matanzima Building, Ground Floor, Mthatha. **Physical address:** Private Bag X 5009, Mthatha ,5099 **Identification details:** ORT5-26/27-0040 ORR, **APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT** **Closing date and time: 25 NOVEMBER 2026 at 11:00am**
4.13.5	The tenderer is required to submit with his tender the following certificates: 1. a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. a. In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2. CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. 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. Proof of posting shall not be accepted as proof of delivery.

	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **120 days**. 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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on **CIDB** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: **N/A**
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **five (5)** working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until **five (5)** working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at **11:00am hours.**
5.4	Do not disclose to tenderers, or to any 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.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

<table>
<tr><td></td><td>Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</td></tr>
<tr><td>5.6</td><td>Arithmetical errors, omission and discrepancies
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.
For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</td></tr>
<tr><td>5.7.1</td><td>The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
Table F.1: Formulae for calculating the value of A
<table>
<tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1[a]</th><th>Option 2[a]</th></tr>
<tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P/P_m$</td></tr>
<tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$</td><td>$A = P_m/P$</td></tr>
<tr><td>a</td><td colspan="3">P_m is the comparative offer of the most favourable comparative offer.
P is the comparative offer of the tender offer under consideration.</td></tr>
</table></td></tr>
<tr><td>5.7.2</td><td>The procedure for the evaluation of responsive tenders is Method 2: Administrative Compliance, Price and Preference:

Phase 1: Administrative requirements and Mandatory requirements
Phase 2: Price and preference (80/20 system)</td></tr>
<tr><td></td><td>1. <u>PHASE ONE RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u>

A. Bidders’ proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity.
5. Form of offer and Acceptance (fully completed and signed)
6. SBD 4- Bidder’s Declaration (fully completed and signed) - SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1.

7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive
8. Compulsory Enterprise Questionnaire (Completed and signed)</td></tr>
</table>

9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s). Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV
10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern
11. Service provider screening form(must be completed)
12. Resolution to Sign (if applicable)
13. Declaration of Employees of the State or other State Institutions
14. Attendance of compulsory briefing meeting (where applicable)
15. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances), failure to do so will result increase commercial risk of the bid and may lead to elimination or passing over of the bidder
16. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV

NB! ALL THE ABOVE CONDITIONS ARE MANDATORY

B. <u>Other Conditions of bid (Non eliminating unless expressly mentioned in the document):</u>

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award
2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 working days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive
3. The bidder has duly completed and signed the SBD 1, and SBD 6.1.
4. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
5. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). Refer to Annexure I and Annexure M. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points
6. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points
7. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.
8. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J.
9. The Department will contract with the successful bidder by signing a formal contract.
10. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be

<table>
<tr><td></td><td>added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.
11. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better
12. DPWI Policy applies.
13. Protection of personal information: Consent (POPIA).
14. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (JBCC 6.2 Principal Building Agreement)</td></tr>
<tr><td></td><td>
2. <u>PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS / PPR2022</u>

The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations of 2022:

<table>
<tr><th>Criteria</th><th>Points</th></tr>
<tr><td>POINTS ON PRICE</td><td>80</td></tr>
<tr><td>SPECIFIC GOALS</td><td>20</td></tr>
<tr><td>TOTAL</td><td>100</td></tr>
</table>

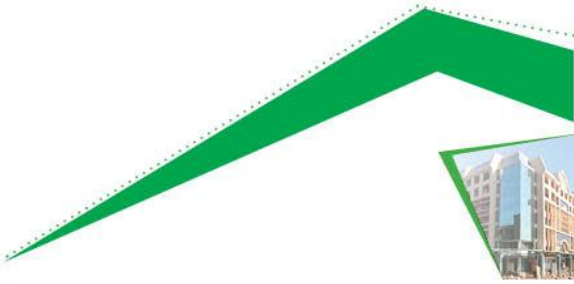
Please note:
1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals.
2. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise.
3. All information will be verified through CSD.
4. SBD 6.1 is attached.
The 80/20 preference point system for acquisition of services, works or goods up to Rand value exceeding R50 million:
(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):
The financial offer will be scored using the following formula:
$A = (1 - (\underline{P - Pm}))$
Pm
The value of value of W_1 is:
1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or
2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.
</td></tr>
<tr><td>5.7.3</td><td>The procedure for the evaluation of responsive tenders is Method 2 (Price and preference)</td></tr>
<tr><td>5.7.4</td><td>The quality criteria and maximum score in respect of each of the criteria are as follows: N/A</td></tr>
<tr><td>5.7.5</td><td>Each evaluation criteria will be assessed in terms of five indicators – N/A</td></tr>
<tr><td>5.7.6</td><td>The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A</td></tr>
<tr><td>5.8</td><td>Tender offers will only be accepted if:
a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity</td></tr>
</table>

	b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. l) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. m) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. n) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. o) Bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated p) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. q) The department reserves the right not to award the bid to the most favourable tenderer if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the

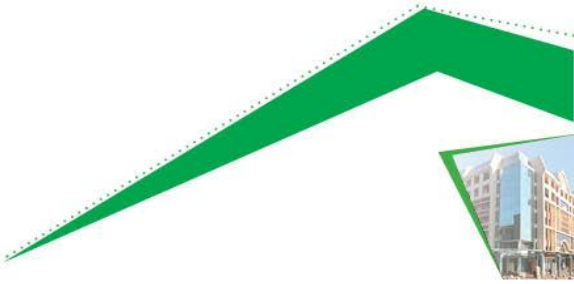
	favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc. r) The work packages to be implemented by the local SMMEs will be determined by the contractor. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main contractor/supplier. Once awarded; to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	**List of returnable documents**
1	**Documentation to demonstrate eligibility to have tenders evaluated I.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes** The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit). • SBD 1, 4 & 6.1. • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures, • Proof of funds or Advance Payment Guarantee in terms of the JBCC 6.2 PBA • Methodology and Project Program • Key Personal CV and Qualifications • Project Reference Form K • Service provider screening
3	**Other documents required for tender evaluation purposes** The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tender must complete the following returnable documents: • A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	**Only authorized signatories may sign the original and all copies of the tender offer were required.** • In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. • In the case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

	• In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender. • In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorizing a member of the joint venture to sign the documents on behalf of the joint venture. **JV NOT APPLICABLE.** **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
6	**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 nonresponsive.
7	**Canvassing and obtaining of additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or *b)* if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or *c)* a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: - *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person;

	b) the capacity in which that person is in the service of the state; and *c)* the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **5 (five) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will be opened immediately after the closing time for tenders
12	**Scoring quality / functionality:** N/A
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the **Adjudication** route**.**
15	The department must; when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the **cidb** for investigation as a breach of the **cidb Code of Conduct** in terms of the **cidb Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.



PART T2: RETURNABLE DOCUMENTS



PART 2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)
- Methodology and Project Program
- Key Personal CV and Qualifications
- Confirmation of Funds / Bank Guarantee
- Project Reference Form K

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4 & 6.1
- Protection of personal content: Consent

PART A:INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE					
BID NUMBER:	**ORT5-26/27-0040 ORR**	CLOSING DATE:	**25 NOVEMBER 2026**	CLOSING TIME:	**11:00am**
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS& INFRASTRUCTURE, KD MATANZIMA BUILDING, GROUND FLOOR, MTHATHA.					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Lindiwe Mbaleni**	CONTACT PERSON	**S. ZENZILE**
TELEPHONE NUMBER	**081 028 5559**	TELEPHONE NUMBER	**060 531 0032**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	Lindiwe.mbaleni@ecdpw.gov.za	E-MAIL ADDRESS	Sizwe.zenzile@ecdpw.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

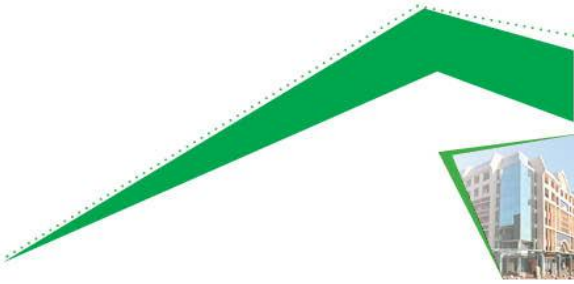
PART B: TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. **NOT APPLICABLE.**
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER: ……

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

DATE: ……..



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.
Section 1: Name of enterprise: . . . . .
Section 2: VAT registration number, if any: . . . . .
Section 3: cidb registration number, if any: . . . . .
Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . Tax reference number . . . . . .

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

BIDDER'S DISCLOSURE SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

2.2.1 If so, furnish particulars:

……
……

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

2.3.1 If so, furnish particulars:

……
……

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the

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

bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

…… ……
Signature Date

…… ……
Position Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

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

b) The lowest 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:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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,

c) 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.***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
Black women ownership:-		
(a) 100% black women ownership	**6**	
(b) 30% to 99% black women ownership	**4**	
(c) Less than 30% black women ownership	**0**	
Persons living with disability ownership: -		
(a) 100% disabled persons ownership	**4**	
(b) 30% to 99% disabled persons ownership	**2**	
(c) Less than 30% disabled persons ownership	**0**	
Black youth ownership: -		
(a) 100% black youth ownership	**6**	
(b) 30% to 99% black youth ownership	**4**	
(c) Less than 30% black youth ownership	**0**	
Locality		
(a) Within the Eastern Cape province	**4**	
(b) Outside Eastern cape Province	**0**	

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;

i. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

ii. 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;

iii. If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.
   b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
   c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
   d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
   e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
   f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.

b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.

c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.

d) The Bidder undertakes to co_operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

…….. ……

Signature Date

…… ……

Position Name of the Bidder

On behalf of the Client:

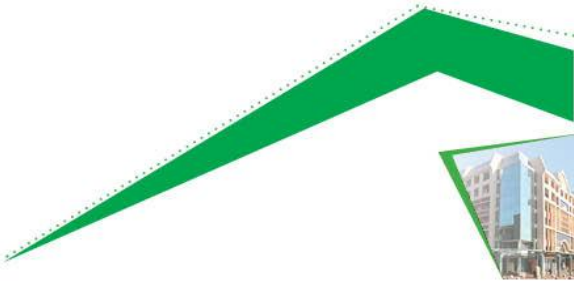
…….. ……

Signature Date

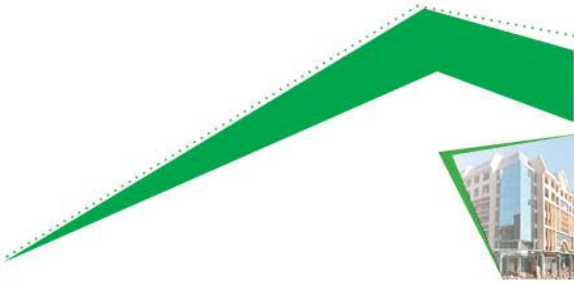
…….. ……

Position Name of Client Representative

THE CONTRACT



PART C1: AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE

Annex C
(normative)
FORM OF OFFER AND ACCEPTANCE

Project title	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT Number	**ORT5-26/27-0040 ORR**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**

……

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

……

……Rand (in words);

R ……(in figures) (or

other suitable wording)

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

Signature ……

Name ……

Capacity ……

for the tenderer ……

(Name and address of organization)
Name and signature
of witness …… Date ……

ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within 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.[1]

Signature ……

Name ……

Capacity ……

for the

Employer ……
(Name and address of organization)
Name and signature
of witness …….. Date ……..

Schedule of Deviations

1 Subject _____
Details
_____
2 Subject _____
Details
_____
3 Subject _____
Details
_____
4 Subject _____
Details

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

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

[1] As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-
counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that
which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor**)** within seven working days of the date of such submission 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

SERVICE PROVIDER SCREENING

G.P.-S. 002-9364

SAPS 91 (a)

SOUTH AFRICAN POLICE SERVICE

ENQUIRY

TO BE COMPLETED IN BLOCK LETTERS

Full name and surname.....

Identity number | | | | | | | | | | | | | |

Town and country of birth .....

Address.....

.....

Date of birth..... Race: B C I W Gender M F

OFFICE USE ONLY

FIMS Enq. No. ..... /.....

Barcode No. .....

Received		Verify	
FIMS		Validate	
Scan		SRE	

Statement by the person whose fingerprints are taken: * I have not been convicted of any offence. * I have been convicted of (state place, date and sentence).....

.....

I unconditionally indemnify the South African Police Services and all its members, employees as well as the Government of the Republic of South Africa against any liability which results or may result from furnishing information in this regard.

Signature of applicant..... Cell phone no of applicant..... * Delete which is not applicable

I certify that the above applicant's signature was placed on this form in my presence and his/her fingerprints taken by me.

.....(Signature of official responsible)

Initials and surname.....

Designation .....

Business address ..... (Street address)

These finger- and palm prints MUST be checked for quality by a senior member at the station BEFORE the individual is released. If unsuitable the prints MUST be retaken.

Checked by ..... PERSAL no.....

LEFT THUMB

Fold

Reason for enquiry:

.....

.....

.....

.....

RIGHT THUMB

Thumb	Forefinger	Middle finger	Ring finger	Little finger
1 RIGHT HAND Fold	2	3	4	5 RIGHT HAND
6 LEFT HAND Fold	7	8	9	10 LEFT HAND

Left hand (Plain impressions of four fingers taken simultaneously)

Right hand (Plain impressions of four fingers taken simultaneously)

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP



2

INDEMNITY

I, ... (full name , surname)

ID no ..... address .....

.....

.....

Hereby request the availability of my criminal record, if any, in my own capacity.

I hereby authorise the South African Police Service to take/ have my fingerprints, together with my name, surname and identity number and to make it available to the Criminal Record Centre of the SAPS for record trading purposes.

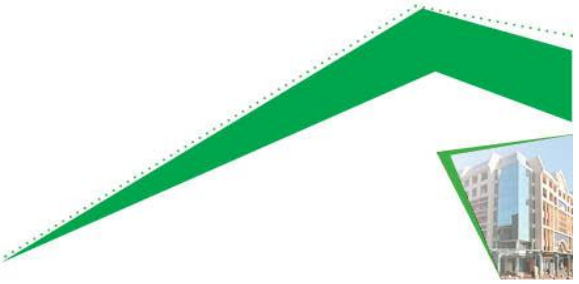
I furthermore authorise the SAPS to furnish personal information regarding my criminal back ground, criminal history, previous convictions and / any other relevant information such as usually furnished by the Criminal Record Centre of the SAPS in this regard and to post it to the nearest Police station in my vicinity or to send it by post to my postal address, where I shall take receipt of it.

I furthermore unconditionally indemnify the SAPS and all its members, employers as well as the Government of the Republic of South Africa against any liability which results or may result from furnishing information in this regard, including documents / information in this regard, which may come to the attention of any other person or institution by any other means.

Signed at ..... on .....

.....
Signature of applicant

2



3

RESTRICTED

QUESTIONNAIRE: SERVICE PROVIDER/COMPANY

Please note that failure to provide the requested information would result in the disqualification of the Service Provider /Company from the Security Screening process.

Registered name of Company/Service Provider:

Details of Company/Service Provider:

Postal Address:
Physical Address:
Web Address:
Company / CC Registration No:
Tax (SARS) no:
VAT no:
UIF no:
SIRA no:
Workman's Compensation no:

List of Directors/Shareholders of Company /Service Provider:

Full names:	ID No:

List of employees that would render the service:

Full names:	ID No:

3

RESTRICTED



Contracts previously awarded to Company/Service Provider:

Description:	Department:	Year awarded:

Contact Persons at Company/Service Provider;

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

Name and Surname:	
Tel no:	
Cell no:	
E-Mail Address:	
Fax no:	

References/Contacts/acquaintances within the Department:

Names:	Position:	Relationship:

Additional Information:

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT NUMBER	**ORT5-26/27-0040 ORR**

I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule. The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT NUMBER	**ORT5-26/27-0040 ORR**

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE 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 or on company letter head.

An example is given below:

"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:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT NUMBER	**ORT5-26/27-0040 ORR**

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner: ……		Signature. . ……... . . . . . . Name ……... Designation……
……		Signature. . ……... . . . . . . Name ……... Designation……
……		Signature. . ……... . . . . . . Name ……... Designation……
……		Signature. . ……... . . . . . . Name ……... Designation……

E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT NUMBER	**ORT5-26/27-0040 ORR**

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form.**

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					

3					
4					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct					

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

F

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach an Completion Certificate for each of the project provided.**

The description of each project must include the following information:

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

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

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

Signed…….. Date……..

Name…… Position…….

Enterprise name…… ……

G

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

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

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

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

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

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

H

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

I

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed ---------- Date ----------

Name ---------- Position ----------

Tenderer name ----------

J

Project Reference Forms - 1

Project title:	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Project Number:	**ORT5-26/27-0040 ORR**

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of

_____ (company name) declare

that I was the Project Manager on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2026.

_____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms - 2

Project title:	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Project Number:	**ORT5-26/27-0040 ORR**

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of

_____ (company name) declare

that I was the Project Manager on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2026.

_____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms - 3

Project title:	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Project Number:	**ORT5-26/27-0040 ORR**

NOTE: This returnable document must be completed by the person who was the Principal Agent/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of

_____ (company name) declare

that I was the Project Manager on the following building construction project successfully

executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
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						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2026.

_____

Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

BASELINE RISK ASSESSMENT

PROJECT TITLE	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
ORT NUMBER	**ORT5-26/27-0040 ORR**
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Material Handling	Physical injury, Fatality	Lower back Injuries			PPE, Use of Of Forklifts
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

PART C.1.2: CONTRACT DAT

PART C1.2 CONTRACT DATA

The Joint Building Contracts Committee® - NPC
CONTRACT DATA
For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES
PRINCIPAL Building Agreement
Edition 6.3 – June 2024

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Reference number	**ORT5-26/27-0040 ORR**
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	O.R Tambo District, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	OR Tambo Municipality

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Mr S. Zenzile		
E-mail	sizwe.zenzile@ecdpw.gov.za		
Mobile number	060 531 0032	Telephone number	

Postal address	Private Bag X 5009, Mthatha	Postal Code	5099
Physical address	KD Matanzima Building, Ground Floor, Mthatha.	Postal Code	5099

A4.0 Principal Agent [1.1]

Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above	NA	Contact person	Mr S. Zenzile	
Practice number	NA	Telephone number		
		Mobile number	060 531 0032	
Country	South Africa	E-mail	sizwe.zenzile@ecdpw.gov.za	
Postal address	Private Bag X 5009, Mthatha		Postal Code	5099
Physical address	KD Matanzima Building, Ground Floor, Mthatha.		Postal Code	5099

A5.0 Agent [1.1]

Discipline	Quantity Surveyor			
Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above	NA	Contact person	Mr.M Qumba	
Practice number	NA	Telephone number	N/A	
		Mobile number	060 531 0026	
Country	South Africa	E-mail	mthetheli.qumba@ecdpw.gov.za	
Postal address	Private Bag X 5009, Mthatha		Postal Code	5099
Physical address	KD Matanzima Building, Ground Floor, Mthatha.		Postal Code	5099

A6.0 Agent [1.1]

Discipline	Electrical			
Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above	NA	Contact person		
Practice number	NA	Telephone number	N/A	
		Mobile number		
Country	South Africa	E-mail		
Postal address	Private Bag X 5009, Mthatha		Postal Code	
Physical address	KD Matanzima Building, Ground Floor, Mthatha.		Postal Code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	**Standard System of Measuring Building Work (Sixth Edition) as amended**

B 2.0 Law, regulations and notices [2.0]

Law applicable to the **works**, state country [2.1]	**Republic of South Africa**

B 3.0 Offer and acceptance [3.0]

Currency applicable to this **agreement** [3.2]	**South African Rand**

B 4.0 Documents [5.0]

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

Documents comprising the **agreement**	Page numbers
The **JBCC®** Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30

Contract drawings – description	Number	Revision	Date

B 5.0 Employer's Agents [6.0]

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

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

B 6.0 Insurances [10.0]

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

and/or

Insurances by **Contractor**		Amount including tax	Deductible amount including tax
Yes / No:	Yes		
	New **works** [10.1.1] (**contract sum** or amount)	N/A	N/A

or	**Works** with **practical completion** in **sections** [10.2] (**contract sum** or amount)	N/A	N/A
or	**Works** with alterations and additions [10.3] (reinstatement value of existing structures with or including new **works**)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R10 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		**Yes / No?**	**Yes**
If yes, description			
Restriction of working hours [12.1.2]		**Yes / No?**	**Yes**
If yes, description	The execution of the project shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends.		
Natural features and known services to be preserved by the contractor [12.1.3]		**Yes / No?**	**Yes**
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		**Yes / No?**	**Yes**
If yes, description	Contractor cannot occupy any Structures and cannot store materials outside their defined builders yards.		

Supply of free issue [12.1.10]	Yes / No?	**No**
If yes, description		

B 8.0 Nominated subcontractors [14.0]

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

B 9.0 Selected subcontractors [15.0]

Yes / No?	**Yes**	**If yes, description of specialisation**
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		
Specialisation 10		
Specialisation 11		
Specialisation 12		
Specialisation 13		
Specialisation 14		
Specialisation 15		
Specialisation 16		

B 10.0 Direct contractors [16.0]

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

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

B 11.0 Description of sections [20.1]

Section 1	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

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

Practical completion for the works as a Whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	**12 (Calendar) Project as whole**	**R2.75c/R100 of Contract amount**

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor	Penalty for late completion [24.1]

			[12.2.7; 24.1]	
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]	**Yes / No?**	**Yes**
If yes, description of applicable elements	**All works**	

B 14.0 Payment [25.0]

Date of month for issue of regular **payment certificates** [25.2]	**20th**		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	**Yes / No?**	**No**	
If yes, method to calculate	**NA**		
Employer shall pay the **contractor** within: [25.10]	**Thirty (30) calendar days**		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	**Yes**	
Applicable rules for adjudication [30.6.2]	An adjudicator will be nominated by mutual agreement between the parties.	
Arbitration [30.7.4; 30.10]	**Yes / No?**	**Yes**
If Yes, name of nominating body *If No, then dispute will be referred to litigation	The dispute resolution body shall be the Association of Arbitrators (Southern Africa)	
Applicable rules for arbitration [30.7.5]	**N/A**	

B 16.0 JBCC® General Preliminaries – selections

Provisional bills of quantities [B2.2]		**Yes / No?**	**Yes**
Availability of construction information – is the construction information complete? [B2.3]		**Yes / No?**	**Yes**
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - **defects** - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of **site** in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the **works** - specific requirements [B4.2]		Hoarding to working areas to ensure security of the parameter is not compromised while working	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		**Yes**	
Services - known - specific requirements [B4.6]		**No**	
Water [B8.1]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
	By **employer** – metered	**Yes / No?**	**No**
Electricity [B8.2]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
	By **employer** – metered	**Yes / No?**	**No**
Ablution and welfare facilities [B8.3]	By **contractor**	**Yes / No?**	**Yes**
	By **employer**	**Yes / No?**	**No**
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No Section of the parameter should be left unfenced at the end of any Workday for duration of the contract	
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]		Contractor is made aware of the existence of services on the sites and should take necessary steps to protect the services and prevent damage.	
Disturbance - specific requirements [B11.5]		No specific requirements	

Environmental disturbance - specific requirements [B11.6]	No existing Storm Waterways are to be blocked during the construction.

B 17.0 Changes made to JBCC® documentation

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

1.1 Definitions

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

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

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

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:
This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

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

9.0 Indemnities

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

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury **to persons or loss of or damage to property**

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **Site.** The **submission of a bid shall be deemed that the contractor has waived his lien** rights in terms of the contract**.**

12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22 and 12.2.1-5

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) cal**endar days de**fects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

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

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where …

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

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B	**Option:**	

Option A	**Payment reduction of 10% of the value certified in the payment certificate**
Option B	**Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate**

Guarantee for payment by **employer** [11.5.1; 11.10]	Not Applicable
Advance payment, subject to a **guarantee for advance payment** [11.2.2; 11.3]	Not Applicable

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

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

C 3.0 Payment of preliminaries [25.0]

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

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

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

The contractor does not have an option to choose Option B

Provision of particulars

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

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

Adjustment Methods

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

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

Failure to provide particulars within the period stated

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

Lump sum contract

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

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . day of . . . . between:. . . . . (name of company / organization) of . . . . (address) and. . . . . (name of company / organization) of . . . . (address) (the Parties) and. . . . . (name) of . . . . (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . and known as. . . . . and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: ______________	SIGNED by: ______________	SIGNED by: ______________
Name:	Name:	Name:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness ______________	Witness: ______________	Witness: ______________
Name: ______________	Name ______________	Name: ______________
Address:	Address:	Address:
Date: ______________	Date: ______________	Date: ______________

EXPANDED PUBLIC WORKS PROGRAMME
CONTRIBUTION TO A NATION AT WORK
2030 NDP

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within ….. days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

CONSTRUCTION HEALTH AND SAFETY AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

SEE ANNEXURE

EPWP SPECIFICATION AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP SPECIFICATIONS AND REQUIREMENTS.

FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT www.epwp.gov.za

PART C2: PRICING DATA

PART C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999.

2 The agreement is based on the JBCC Edition 6.3 of June 2024 prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the Preliminaries for the use of JBCC Edition 6.3– June 2024. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.sabs.co.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 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 document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification(PW371-A) Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

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

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

11 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries

bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

13 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed
b) 15 percent is Value Related
c) 75 percent is Time Related

15 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

16 The tender price must include 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.

17. The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)", and yearly pronounced increases for duration of contract. (Currently R R28.79 for each ordinary hour worked).

PART C 3: SCOPE OF WORK

PART C3 SCOPE OF WORK (TERMS OF REFERENCE)
C3 SCOPE OF WORK (TERMS OF REFERENCE)
3.1 BRIEF SCOPE OF WORK
SECTION 1: APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT

LIST OF FACILITIES TO BE SERVICED

	NAME OF OFFICE	AREA	PHYSICAL ADDRESS
1	**K.D Building**	Mthatha	KD Matanzima Building Mthatha Corner Victoria & York Road
2	**Mthatha depot**	Mthatha	DPWI N2 Durban Road, Norwood, Mthatha 5099
3	**Qumbu Deport**	Qumbu	Cholidiza Street, Qumbu, ERF 95, Next to Police station
4	**Libode Depot**	Libode	Megacom street, P.O.Box 510. Libode, 5160
5	**Lusikisiki Depot**	Lusikisiki	ERF 158 Main Street
6	**All DPWI residence**	Mthatha	O. R Tambo Region
7	**Port St Johns Depot**	Port St Johns	Old Military Camp. P.o Box 5999, PSJ
8	**Lusikisiki Area Office**	Lusikisiki	Portion 49 Lusikisiki College of Education Lusikisiki

3.2 OPERATIONAL PROTOCOLS

Contractor is to present a proposed specification with minimum 10-year guarantee from the supplier for the approval of the Principal Agent.
Contractor is required to present samples at Site for the approval of the Principal Agent where necessary.
Contractor shall not proceed with any works or purchasing of materials prior to the approval of the Principal Agent where necessary.
All Contractors employees working on the project will be required to produce police clearance certificate within 15 days commencing work on site.
Security is a priority, and the site shall be always kept safe
The approved Health and Safety plan shall be provided by successful bidder prior commencement and Health and Safety shall be always adhered to
All staff members of the contractor shall wear PPE at all times
All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
Regular meetings (Progress, Technical Meeting and ad-hoc meeting), the frequency of which is to be determined.

3.3 ACCESS

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

3.4 ACCEPTANCE OF TENDERS

The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

3.5 MINIMUM WAGE

The Contractor shall adhere to "The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)" and yearly pronounced increases for duration of contract. (Currently R28.79 for each ordinary hour worked).

EMPLOYERS OBJECTIVES

APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT

LOCATION OF THE WORKS

- All building to be serviced are with the O.R Tambo District

3.8 TEMPORARY WORKS

All temporary work to comply with the Occupational Health and safety Act (Act 85 of 1993) and its regulations

3.9 EMPLOYER'S DESIGN
N/A

3.10 DESIGN BRIEF
N/A

3.11 DRAWINGS
N/A

PART 4: SITE INFORMATION

PART 4: SITE INFORMATION
C4.1 SITE INFORMATION

Project title:	**APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT**
Project Number:	**ORT5-26/27-0040 ORR**

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other "restrictions"
(Refer to *Scope of Works C3)*

SECTION 1: APPOINTMENT OF A SERVICE PROVIDER FOR PLUMBING TERM CONTRACT FOR SERVICING PLUMBING RELATED WORKS ON DPWI HOUSES AND VARIOUS GOVERNMENT BUILDINGS FOR A PERIOD OF 12 MONTHS IN O.R TAMBO DISTRICT

	NAME OF OFFICE	AREA	PHYSICAL ADDRESS
1	**K.D Building**	Mthatha	KD Matanzima Building Mthatha Corner Victoria & York Road
2	**Mthatha depot**	Mthatha	DPWI N2 Durban Road, Norwood, Mthatha 5099
3	**Qumbu Deport**	Qumbu	Cholidiza Street, Qumbu, ERF 95, Next to Police station
4	**Libode Depot**	Libode	Megacom street, P.O.Box 510. Libode, 5160
5	**Lusikisiki Depot**	Lusikisiki	ERF 158 Main Street
6	**All DPWI residence**	Mthatha	O. R Tambo Region
7	**Port St Johns Depot**	Port St Johns	Old Military Camp. P.o Box 5999, PSJ
8	**Lusikisiki Area Office**	Lusikisiki	Portion 49 Lusikisiki College of Education Lusikisiki

BILL OF QUANTITIES

SECTION 1

PRELIMINARIES

MEANING OF TERMS "TENDER / TENDERER"

Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"

PRELIMINARIES

The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked "N/A" signifying "Not Applicable"

PRICING OF PRELIMINARIES

Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT

DEFINITIONS

A1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

Clause 1.1 Definition of "**Commencement Date**" is added:

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

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

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the **contractor** from an institution approved by the **employer** in terms of the **employer's** construction guarantee form as selected in the **schedule**

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

"**CONSTRUCTION PERIOD**" means the period commencing on the date on which possession of the **site** is given to the contractor and ending on the date of **practical completion**

Clause 1.1 Definition of "**Corrupt Practice**" is added:

"**CORRUPT PRACTICE**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "**Fraudulent Practice**" is added:

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

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

"**INTEREST**" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, and will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

Clause 1.1 Definition of "**Principal Agent**" is amended by replacing it with the following:

"**PRINCIPAL AGENT**" means the person or entity appointed by the **employer** and named in the **schedule**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by a representative of the **employer** as named in the **schedule**

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

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

Clause 1.6 is amended by replacing the words "prepaid registered post, telefax or e-mail" with "prepaid registered post or telefax"

Clause 1.6.4 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

OBJECTIVE AND PREPARATION

A2.0 **OFFER, ACCEPTANCE AND PERFORMANCE**

Clause 2.0

Fixed:_____ Value related:_____ Time related:_____
Item

A3.0 **DOCUMENTS**

Clause 3.0

Clause 3.2.1 is amended by replacing "14.1" with "14.0"

Clause 3.2.2 is amended by removing the reference to:

No clause

Clause 3.7 is amended by the addition of the following:

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

Clause 3.10 is amended by replacing the second reference to "**principal agent**" with the word "**employer**"

Fixed:_____ Value related:_____ Time related:_____
Item

A4.0 **DESIGN RESPONSIBILITY**

Clause 4.0

Clause 4.3 is amended by replacing it with the following:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A5.0 **EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8 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

Fixed:_____ Value related:_____ Time related:_____
Item

A6.0 **SITE REPRESENTATIVE**

Clause 6.0

Fixed:_____ Value related:_____ Time related:_____
Item

A7.0 **COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: A separate clause has been included in Section C: Specific Preliminaries of the **bills of quantities / lump sum document** for the **contractor** to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification

Fixed:_____ Value related:_____ Time related:_____
Item

A8.0 **WORKS RISK**

Clause 8.0

Fixed:_____ Value related:_____ Time related:_____
Item

A9.0 **INDEMNITIES**

Clause 9.0

Fixed:_____ Value related:_____ Time related:_____
Item

A10.0 **WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

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 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 negligence 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 negligence 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 obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract 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 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 fourteen (14) **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 **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed:_____ Value related:_____ Time related:_____
Item

A11.0 **LIABILITY INSURANCES**

Clause 11.0

Fixed:_____ Value related:_____ Time related:_____
Item

A12.0 **EFFECTING INSURANCES**

Clause 12.0

Fixed:_____ Value related:_____ Time related:_____
Item

A13.0 ***No clause***

A14.0 **SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

14.1.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within fourteen (14) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within fourteen (14) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected: N/A

14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date** N/A

14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender N/A

14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring N/A

14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee** N/A

14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) calendar days from **commencement date**

14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**

14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring

14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within fourteen (14) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed:_____ Value related:_____ Time related:_____

Item

EXECUTION

A15.0 **PREPARATION FOR AND EXECUTION OF THE WORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.2 and 15.1.4

Fixed:_____ Value related:_____ Time related:_____
Item

Clause 15.2.2 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A16.0 **ACCESS TO THE WORKS**

Clause 16.0

Fixed:_____ Value related:_____ Time related:_____
Item

A17.0 **CONTRACT INSTRUCTIONS**

Clause 17.0

Clause 17.1.11 is amended by deleting the words “and the appointment of **nominated** and **selected subcontractors**”

Fixed:_____ Value related:_____ Time related:_____
Item

A18.0 **SETTING OUT OF THE WORKS**

Clause 18.0

Fixed:_____ Value related:_____ Time related:_____
Item

A19.0 **ASSIGNMENT**

Clause 19.0

Fixed:_____ Value related:_____ Time related:_____
Item

A20.0 **NOMINATED SUBCONTRACTORS**

Clause 20.0

Clause 20.1.3 is amended by replacing it with the following:

No clause

Note: See item B9.1 hereinafter for adjustment of attendance on **nominated subcontractors** executing work allowed for under provisional sums

Fixed:_____ Value related:_____ Time related:_____
Item

A21.0 **SELECTED SUBCONTRACTORS**

Clause 21.0

Clause 21 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A22.0 **EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0

Fixed:_____ Value related:_____ Time related:_____
Item

A23.0 **CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

Clause 23.0

Fixed:_____ Value related:_____ Time related:_____
Item

COMPLETION

A24.0 **PRACTICAL COMPLETION**

Clause 24.0

Fixed:_____ Value related:_____ Time related:_____
Item

A25.0 **WORKS COMPLETION**

Clause 25.0

Fixed:_____ Value related:_____ Time related:_____
Item

A26.0 **FINAL COMPLETION**

Clause 26.0

Clause 26.1.2 is amended by inserting "#" next to 26.1.2

Fixed:_____ Value related:_____ Time related:_____
Item

A27.0 **LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0

Fixed:_____ Value related:_____ Time related:_____
Item

A28.0 **SECTIONAL COMPLETION**

Clause 28.0

Fixed:_____ Value related:_____ Time related:_____
Item

A29.0 **REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0

Clause 29.2.5 is amended by replacing it with:

No clause

Fixed:_____ Value related:_____ Time related:_____
Item

A30.0 **PENALTY FOR NON-COMPLETION**

Clause 30.0

Fixed:_____ Value related:_____ Time related:_____
Item

PAYMENT

A31.0 **INTERIM PAYMENT TO THE CONTRACTOR**

Clause 31.0

Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"

Clause 31.6.5 is amended by removing the reference to:

No Clause

And the addition of the following clause:

NO DEPOSITS due by the Contractor to any supplier or sub-contractor for materials or equipment will be included in any valuation prior to the delivery to the site of such materials or equipment after which it will be treated as materials on site in terms of clause 31 of the Principal Building Agreement

Clause 31.8 is amended by replacing it with the following two alternative clauses:

Alternative A

31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** 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(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Alternative B

31.8(B) Where **security** as a payment reduction in terms of 14.7 has been selected, the value of the **works** 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 per cent (90%) of such value in interim **payment certificates** issued up to the date of **practical completion**

31.8(B).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

31.8(B).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In such an event the payment reduction shall remain at the adjustment level applicable to the final **payment certificate**

Clause 31.9 is amended by replacing “twenty-one (21) **calendar days**” with “thirty (30) **calendar days**”

Clause 31.9 is further amended by the addition of the following:
“Should the Service Provider’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 the date, the thirty (30) day period for due date of payment of the invoice shall commence.”

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the **employer** giving the **contractor** a tax invoice for the amount due

Fixed:_____ Value related:_____ Time related:_____

Item

Clause 32.13 is amended by the addition of the following clause:

Clause 5.1 of the JBCC CPAP shall be deemed to be amended as follows:
Xe = the value of the index applicable to such work group and the valuation period for the month in which the payment certificate is dated

A32.0 **ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the **contractor**"

Fixed:_____ Value related:_____ Time related:_____
Item

A33.0 **RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Add the following clauses 33.2.9 to 33.2.13:

33.2.9 the **contractor's** failure or neglect to commence with the **works** on the dates prescribed in the contract

33.2.10 the **contractor's** failure or neglect to proceed with the **works** in terms of the contract

33.2.11 the **contractor's** failure or neglect for any reason to complete the **works** in accordance with the contract

33.2.12 the **contractor's** 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 **contractor's** estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

Fixed:_____ Value related:_____ Time related:_____
Item

A34.0 **FINAL ACCOUNT AND FINAL PAYMENT**

Clause 34.0

Clause 34.1 is amended by removing "**#**" next to 34.1

Clause 34.2 is amended by inserting "**#**" next to 34.2

Clause 34.8 is amended by deleting the words "where **security** as a fixed **construction guarantee** in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"

Clause 34.13 is amended by replacing "seven (7) **calendar days**" with "thirty (30) **calendar days**" and deleting the words "subject to the **employer** giving the **contractor** a tax invoice for the amount due"

Fixed:_____ Value related:_____ Time related:_____
Item

A35.0 **PAYMENT TO OTHER PARTIES**

Clause 35.0

Fixed:_____ Value related:_____ Time related:_____
Item

CANCELLATION

A36.0 **CANCELLATION BY EMPLOYER – CONTRACTOR'S DEFAULT**

Clause 36.0

Clause 36.1 is amended by the addition of the following clauses:

36.1.3 refuses or neglects to comply strictly with any of the conditions of contract

36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

36.1.5 in the judgement of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract

Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "**principal agent**" with "**employer**"

Clause 36.0 is amended by the addition of the following clause:

36.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____
Item

A37.0 **CANCELLATION BY EMPLOYER – LOSS AND DAMAGE**

Clause 37.0

Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 37.0 is amended by the addition of the following clause:

37.5 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____
Item

A38.0 **CANCELLATION BY CONTRACTOR – EMPLOYER'S DEFAULT**

Clause 38.0

Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"

Clause 38.0 is amended by the addition of the following clause:

38.7 Notwithstanding any clause to the contrary, on cancellation of this **agreement** either by the **employer** or the **contractor**; or for any reason whatsoever, the **contractor** shall on written instruction, discontinue with the **works** on a date stated and withdraw himself from the **site**. The **contractor** shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever

Fixed:_____ Value related:_____ Time related:_____
Item

A39.0 **CANCELLATION – CESSATION OF THE WORKS**

Clause 39.0

Clause 39.3.5 is amended by the addition of the following at the end of the sentence:

"within one hundred and twenty (120) **working days** of completion of such a report"

Fixed:_____ Value related:_____ Time related:_____
Item

DISPUTE

A40.0 **DISPUTE SETTLEMENT**

Clause 40.0

Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years"

Clause 40.6 is amended by removing the reference to:

No clause

Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following:

Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the **mediator** and related costs

Fixed:_____ Value related:_____ Time related:_____
Item

SUBSTITUTE PROVISIONS

A41.0 **STATE CLAUSES**

Clause 41.0

Fixed:_____ Value related:_____ Time related:_____
Item

CONTRACT VARIABLES

A42.0

THE SCHEDULE (C1.2: CONTRACT DATA)

Clause 42.0

Tenderers are referred to document C1.2: Contract Data (Volume 1) for variables pertaining to this contract

Fixed:_____ Value related:_____ Time related:_____
Item

SECTION B: JBCC PRELIMINARIES

B1.0 **DEFINITIONS AND INTERPRETATION**

B1.1 ***Definitions and interpretation***

See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section

Fixed:_____ Value related:_____ Time related:_____
Item

B2.0 **DOCUMENTS**

B2.1 ***Checking of documents***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.2 ***Provisional bills of quantities***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.3 ***Availability of construction documentation***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.4 ***Interests of agents***

Fixed:_____ Value related:_____ Time related:_____
N/A

B2.5 ***Priced documents***

Fixed:_____ Value related:_____ Time related:_____
Item

B2.6 ***Tender submission***

Clause 2.6 is amended by replacing “JBCC Form of Tender” with “Form of Offer and Acceptance (C1.1)”

Fixed:_____ Value related:_____ Time related:_____
Item

B3.0 **THE SITE**

B3.1 ***Defined works area***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.2 ***Geotechnical investigation***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.3 ***Inspection of the site***

Tenderers shall complete the Tender briefing meeting attendance certificate and return the same with the tender submission. Tenderers are encouraged to inspect the various school sites as they deem necessary.

Fixed:_____ Value related:_____ Time related:_____
Item

B3.4 ***Existing premises occupied***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.5 ***Previous work – dimensional accuracy***

Fixed:_____ Value related:_____ Time related:_____
N/A

B3.6 ***Previous work – defects***

Fixed:_____ Value related:_____ Time related:_____
N/A

B3.7 ***Services – known***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.8 ***Services – unknown***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.9 ***Protection of trees***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.10 ***Articles of value***

Fixed:_____ Value related:_____ Time related:_____
Item

B3.11 ***Inspection of adjoining properties***

Fixed:_____ Value related:_____ Time related:_____
Item

B4.0 **MANAGEMENT OF CONTRACT**

B4.1 ***Management of the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B4.2 ***Programme for the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B4.3 ***Progress meetings***

Fixed:_____ Value related:_____ Time related:_____
Item

B4.4 ***Technical meetings***

Fixed:_____ Value related:_____ Time related:_____
Item

B4.5 ***Labour and plant records***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.0 **SAMPLES, SHOP DRAWINGS AND MANUFACTURERS' INSTRUCTIONS**

B5.1 ***Samples of materials***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.2 ***Workmanship samples***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.3 ***Shop drawings***

Fixed:_____ Value related:_____ Time related:_____
Item

B5.4 ***Compliance with manufacturers' instructions***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.0 **TEMPORARY WORKS AND PLANT**

B6.1 ***Deposits and fees***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.2 ***Enclosure of the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.3 ***Advertising***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.4 ***Plant, equipment, sheds and offices***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.5 ***Main notice board***

Fixed:_____ Value related:_____ Time related:_____
Item

B6.6 ***Subcontractors' notice board***

Fixed:_____ Value related:_____ Time related:_____
N/A

B7.0 **TEMPORARY SERVICES**

B7.1 ***Location***

Fixed:_____ Value related:_____ Time related:_____
Item

B7.2 ***Water***

Fixed:_____ Value related:_____ Time related:_____
Item

B7.3 ***Electricity***

Fixed:_____ Value related:_____ Time related:_____
Item

B7.4 ***Telecommunication facilities***

Fixed:_____ Value related:_____ Time related:_____
Item

B7.5 ***Ablution facilities***

Fixed:_____ Value related:_____ Time related:_____
Item

B8.0 **PRIME COST AMOUNTS**

B8.1 ***Responsibility for prime cost amounts***

Fixed:_____ Value related:_____ Time related:_____
Item

B9.0 **ATTENDANCE ON N/S SUBCONTRACTORS**

B9.1 ***General attendance***

Fixed:_____ Value related:_____ Time related:_____
Item

B9.2 ***Special attendance***

Fixed:_____ Value related:_____ Time related:_____
N/A

B9.3 ***Commissioning – fuel, water and electricity***

Fixed:_____ Value related:_____ Time related:_____
Item

B10.0 **FINANCIAL ASPECTS**

B10.1 ***Statutory taxes, duties and levies***

Fixed:_____ Value related:_____ Time related:_____
Item

B10.2 ***Payment for preliminaries***

Fixed:_____ Value related:_____ Time related:_____
Item

B10.3 ***Adjustment of preliminaries***

Clauses B10.3.1 and B10.3.2 are amended by replacing "within fifteen (15) **working days** of taking possession of the **site**" with "when submitting his priced **bills of quantities / lump sum document**"

Fixed:_____ Value related:_____ Time related:_____
Item

B10.4 ***Payment certificate cash flow***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.0 **GENERAL**

B11.1 ***Protection of the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.2 ***Protection / isolation of existing / sectionally occupied works***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.3 ***Security of the works***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.4 ***Notice before covering work***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.5 ***Disturbance***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.6 ***Environmental disturbance***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.7 ***Works cleaning and clearing***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.8 ***Vermin***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.9 ***Overhand work***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.10 ***Instruction manuals and guarantees***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.11 ***As built information***

Fixed:_____ Value related:_____ Time related:_____
Item

B11.12 ***Tenant installations***

Fixed:_____ Value related:_____ Time related:_____
N/A

B12.0 **SCHEDULE OF VARIABLES**

B12.1 ***Pre-tender information***

Fixed:_____ Value related:_____ Time related:_____
Item

This **schedule** contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these **Preliminaries**

Spaces requiring information must be filled in, shown as "not applicable" or deleted and 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 **schedule**. Key cross reference clauses are italicised in *[ ]* brackets

12.1	**PRE-TENDER INFORMATION**		
12.1.1	***Provisional bills of quantities***		
[2.2]	*The quantities are provisional*	*(yes/no)*	*Yes*
12.1.2	***Availability of construction documentation***		
[2.3]	*Construction documentation is complete*	*(yes/no)*	*No*
12.1.3	***Interests of agents***		
[2.4]	Details: N/A		
12.1.4	***Defined works area***		
[3.1]	Details: The area of the **works** to be occupied by the **contractor**, any restrictions on the area and the limit of access or exit will be pointed out to the tenderers by the **principal agent** at the pre-tender site inspection.		
12.1.5	***Geotechnical investigation***		
[3.2]	Details: N/A		
12.1.6	***Existing premises occupied***		
[3.4]	Specific requirements: N/A		
12.1.7	***Previous work – dimensional accuracy***		
[3.5]	Details: N/A		
12.1.8	***Previous work – defects***		
[3.6]	Details: N/A		
12.1.9	***Services – known***		
[3.7]	Details: Services not indicated on drawings will be pointed out on site by the principal agent.		
12.1.10	***Protection of trees***		

[3.9]	Specific requirements: Specific plants to be relocated will be pointed out to the contractor before site clearance takes place.			
12.1.11 *[3.11]*	***Inspection of adjoining properties*** Specific requirements: All adjacent buildings, municipal roads, kerbs, paving, etc, shall be inspected before the commencement of the works and all existing defects recorded and a photographic record shall be kept.			
12.1.12 *[6.2]*	***Enclosure of the works*** Specific requirements: The **contractor** must make provision for fencing the contractor's yard/camp site with a suitable fence at least 1,8m high with lockable access gates, which must be maintained during the **construction period** and removed on completion of the **works**.			
12.1.13 *[6.4.3]*	***Offices*** Specific requirements: The **contractor** shall provide, maintain and remove on completion of the works an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times			
12.1.14 *[6.5]*	***Main notice board*** Specific requirements: The **contractor** shall provide, erect where directed, maintain and remove on completion of the **works** a notice board size 2.75 x 3.7m as per the specification and the drawing annexed to these bills of quantities for tender purposes, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.			
12.1.15 *[6.6]*	***Subcontractors' notice board*** A notice board is required Specific requirements: None	*(yes/no)*	*No*	
12.1.16 *[7.2]*	***Water*** Option A (by **contractor**)	*(yes/no)*	*Yes*	
	Option B (by **employer –** free of charge)	*(yes/no)*	*No*	
	Option C (by **employer –** metered)	*(yes/no)*	*No*	
12.1.17 *[7.3]*	***Electricity*** Option A (by **contractor**)	*(yes/no)*	*Yes*	
	Option B (by **employer –** free of charge)	*(yes/no)*	*No*	
	Option C (by **employer –** metered)	*(yes/no)*	*No*	
12.1.18 *[7.4]*	***Telecommunications*** Telephone	*(yes/no)*	*Yes*	
	Facsimile	*(yes/no)*	*No*	
	E-mail	*(yes/no)*	*Yes*	
12.1.19 *[7.5]*	***Ablution facilities*** Option A (by **contractor**)	*(yes/no)*	*Yes*	
	Option B (by **employer**)	*(yes/no)*	*No*	

12.1.20 *[11.2]*	***Protection of existing/sectionally occupied works*** Protection is required	*(yes/no)*	*Yes*	
12.1.21 *[9.2]*	***Special attendance*** **Subcontractor** (1) details: N/A **Subcontractor** (2) details: N/A **Subcontractor** (3) details: N/A **Subcontractor** (4) details: N/A			
12.1.22 *[11.1]*	***Protection of the works*** Specific requirements: None			
12.1.23 *[11.5]*	***Disturbance*** Specific requirements: The **contractor** shall exercise dust and sand control by watering the site regularly and/or by using any other suitable measures such as providing, erecting and removing on completion of the **works** all necessary temporary dust screens, all to the satisfaction of the **principal agent.**			
12.1.24 *[11.6]*	***Environmental disturbance*** Specific requirements: N/A			
12.2 12.2.1 *[10.2]*	**POST-TENDER INFORMATION** ***Payment of preliminaries*** Option A (prorated)	*(yes/no)*	*Yes*	
	Option B (calculated)	*(yes/no)*	*No*	
12.2.2 *[10.3]*	***Adjustment of preliminaries*** Option A (three categories)	*(yes/no)*	*Yes*	
	Option B (detailed breakdown)	*(yes/no)*	*No*	
12.2.3	***Additional agreed preliminaries items*** Details:			

SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C1.0 CONTRACT DRAWINGS

The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the **works** and the manner in which they are to be executed

Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the **principal agent**

Fixed: _____ Value related:_____ Time related:_____
Item

C2.0 GENERAL PREAMBLES

The items in the **bills of quantities / lump sum document** are to be read and priced in conjunction with, and the descriptions regarded as amplified by, the "Model Preambles for Trades 2008" as published by the Association of South African Quantity Surveyors, and no claim arising from the brevity of descriptions of items fully described in the said Model Preambles for Trades will be entertained.

The Department of Public works Specification of Materials and Methods to be used (PW371 – 4th Revision Oct 1993) shall apply to the works.

Fixed: _____ Value related:_____ Time related:_____
Item

C3.0 TRADE NAMES

Wherever a trade name for any product has been described in the **bills of quantities / lump sum document**, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the **principal agent** being obtained prior to the closing date for submission of tenders

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for

Fixed: _____ Value related:_____ Time related:_____
Item

C4.0 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which the price of any such item, materials or equipment shall be excluded from currency fluctuations.

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions (if applicable)

Fixed: _____ Value related:_____ Time related:_____
Item

C5.0 **VIEWING THE SITE IN SECURITY AREAS**

The **site** is situated in a security area and the tenderer must arrange with the unit commander or other responsible officer to obtain permission to enter the **site** for tendering purposes

Fixed: _____ Value related:_____ Time related:_____
N/A

C6.0 **COMMENCEMENT OF WORKS IN SECURITY AREAS**

As the **works** falls within a security area the **contractor** must give the unit commander or other responsible officer notice before commencement of the **works**. Should the **contractor** fail to make such arrangements, admission to the **site** may be refused and any additional costs will be for the **contractor's** account

Fixed: _____ Value related:_____ Time related:_____
N/A

C7.0 **ENTRANCE PERMITS TO SECURITY AREAS**

As the **works** falls within a security area the **contractor** shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under the control of the Defence Force, Police or chief security officer

Fixed: _____ Value related:_____ Time related:_____
N/A

C8.0 **SECURITY CHECK OF PERSONNEL**

The **principal agent** may require the **contractor** to have his personnel and workmen, or a certain number of them, security classified

In the event of the **principal agent** requesting the removal of a person or persons from the **works** for security reasons, the **contractor** shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the **works** and the **site** and/or to any document or information relating to the **works**

Fixed:_____ Value related:_____ Time related:_____
N/A

C9.0 **PROHIBITION ON TAKING OF PHOTOGRAPHS**

In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking of photographs except when authorized thereto by or on behalf of the Minister

The same prohibition is also applicable to all correctional institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959

Fixed:_____ Value related:_____ Time related:_____
N/A

C10.0 **OCCUPATIONAL HEALTH AND SAFETY ACT**

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities / lump sum document**

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the **principal agent,** notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause, as well as the clauses that follow hereafter and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced under these clauses and no additional claims in this regard shall be entertained

Fixed: _____ Value related:_____ Time related:_____

Item

C10.1 **OCCUPATIONAL HEALTH AND SAFETY**

Preparation of contractor's site specific health and safety plan

Fixed: _____ Value related:_____ Time related:_____

Item

C10.2 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's initial obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related:_____ Time related:_____

Item

C10.3 **OCCUPATIONAL HEALTH AND SAFETY**

Principal contractor's time related obligations in respect of the Health and Safety Act and Construction Regulations

Fixed: _____ Value related:_____ Time related:_____

Item

C10.4 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of reflective vests

Fixed: _____ Value related:_____ Time related:_____

Item

C10.5 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of hard hats

Fixed: _____ Value related:_____ Time related:_____

Item

C10.6 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of protective footwear

Fixed: _____ Value related:_____ Time related:_____

Item

C10.7 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of earplugs

Fixed: _____ Value related:_____ Time related:_____

Item

C10.8 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of dust masks

Fixed: _____ Value related:_____ Time related:_____

Item

C10.9 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of gloves

Fixed: _____ Value related:_____ Time related:_____

Item

C10.10 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of high visibility overalls to SARTSM Chapter 13 Level 3

Fixed: _____ Value related:_____ Time related:_____

Item

C10.11 **PROVISION OF PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Provision of SANS approved ear defenders

Fixed: _____ Value related:_____ Time related:_____

Item

C10.12 **OCCUPATIONAL HEALTH AND SAFETY**

Provision of full time construction health and safety officer

Fixed: _____ Value related:_____ Time related:_____

Item

C10.13 **OCCUPATIONAL HEALTH AND SAFETY**

Medical certificates and medical surveillance including initial (baseline) medical examinations, periodic examinations and exit examinations

Fixed: _____ Value related:_____ Time related:_____

Item

C10.14 **OCCUPATIONAL HEALTH AND SAFETY**

Induction training

Fixed: _____ Value related:_____ Time related:_____

Item

C10.15 **OCCUPATIONAL HEALTH AND SAFETY**

Provision of first aid boxes to GSR requirements

Fixed: _____ Value related:_____ Time related:_____

Item

C10.16 **OCCUPATIONAL HEALTH AND SAFETY**

Noise monitoring including establishment of noise zones (plant), audiograms (personnel), etc

Fixed: _____ Value related:_____ Time related:_____

Item

C10.17 **OCCUPATIONAL HEALTH AND SAFETY**

Submission of health and safety file

Fixed: _____ Value related:_____ Time related:_____

Item

C11.0 **TARGETED LOCAL LABOUR**

It is the requirement of the Client that the contractor enhances the number and range of people employed on the project. This is required to be done through the use of both traditional and labour intensive construction techniques.

The **contractor** shall comply with the following targets with regard to the employment of local labour:

- All unskilled labour to be employed on the project must be local labour,
- Contractor to endeavour to employ local semi-skilled and skilled labour,
- Local labour to be employed on the project to be residents from geographic area of the Local Municipality within which each school is situated or,
- the geographic area excluding the Local Municipality, which falls under the jurisdiction of the District Municipality.
- Preference shall be granted to competent labour residing within the Local Municipality above labour residing in the District Municipality.
- Refer C4 Site Information for Local and District Municipalities applicable to each school.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, where after it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related:_____ Time related:_____

Item

C12.0 **USE OF LOCAL EME's AND QSE's**

It is the requirement of the **employer** that the **contractor** enhances the use of EME's and QSE's, as described in the Contract Data, on the project.

The contractor shall employ EME's and QSE's as domestic subcontractors on this project to execute work to the minimum value of **30%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer).

The Targeted Local Labour requirements described elsewhere shall apply *mutatis mutandis* to the employment of EME's and QSE's.

The **contractor** is to submit to the principal agent details of his plan to achieve this aspect, within five working days of being instructed to do so, whereafter it must be implemented. Should the contractor fail to implement this requirement as indicated above, the contractor shall be liable to the employer for the payment of a penalty amount equal to 2% of the financial value that should have been achieved for this target.

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related:_____ Time related:_____

N/A

C13.0 **USE OF LOCAL BUILDING MATERIALS**

Preference shall be given to the supply of materials produced or manufactured in the Eastern Cape Province, and provided that:

(a) Such materials comply in all respects with the specific requirements of PW371-A specification

(b) The availability of such materials shall not adversely affect the desired progress of the specific works

(c) The use of such materials shall not constitute grounds for any claim for increased cost in respect thereof

(d) Materials of at least **10%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 150km of the project site

(e) Materials of at least **20%** of the contract value (excluding preliminaries and any allowances for contingencies, CPAP and direct contractors or consultants of the Employer) to be sourced from within 400km of the project site

Suitable monthly reports to substantiate compliance with the above requirements shall be submitted by the **contractor** to the **Principal Agent**.

Fixed: _____ Value related:_____ Time related:_____

N/A

C14.0 **REPORTING BY CONTRACTOR**

The **contractor** is required to complete the mandatory monthly contractor's report which is to be submitted together with the contractor's payment certificate.

Payment to contractor shall be subject to the aforementioned being submitted timeously and accurately.

Fixed: _____ Value related:_____ Time related:_____

Item

C15.0 **COMMUNITY LIAISON OFFICER**

C15.1 **CLO is not applicable in this project**.

Fixed: _____ Value related:_____ Time related:_____

Item

C15.2 Profit and attendance on above item.

Fixed: _____ Value related:_____ Time related:_____

Item

C15.3 Allow for extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office.

Fixed: _____ Value related:_____ Time related:_____

Item

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	CARRIED TO FINAL SUMMARY	**R**		

SUBTOTALS:	R	C
Category: Fixed R		
Category: Value R		
Category: Time R		

ITEM No.	DESCRIPTION		QTY	RATE	AMOUNT
	SECTION 2				
	BILL NO.1 HEALTH AND SAFETY				
	PRICING				
	CONTRACT DOCUMENTS				
	These schedule of rates, together with any documents annexed heret, will constitute the agreement				
	TRADE PREAMBLES				
	Tenders are advised to study the specification of materials and methods to be used (PW371), General trade preables for building services DW10 and general Specification for repair and renovations services W41 and all other relevant specifications, standards and documents.				
	The Contractor is to comply with the requirements set out in the construction regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and any amendments thereto				
	ALL ASPECTS OF THE HEALTH AND SAFETY ACT NEED TO BE ADHERED TO				
	GENERAL BUILDING REPAIRS				
	Items that are in repairs to existing and prices are to include for taking out damaged items, safely disposing thereof, preparing and installing new items.				
	All repairs/servicing are to conform to the relevant SANS				
	Building codes and any amendments thereto				
	HEALTH AND SAFETY				
	The Contractor is to comply with the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and any ammendments thereto.				
1	A Health & Safety Plan needs to be submitted to the Department for approval prior to site handover and commencing any work.	Item	1		
	Total Carried to Final Summary				

ITEM No.	DESCRIPTION		QTY	RATE	AMOUNT
	SECTION 3				
	BILL NO.1 LABOUR , MATERIAL AND TRANSPORT COSTS				
	LABOUR COST				
	Please note that the labour cost quoted must include profit/mark up. Hours are estimated only and are merely to establish a tender price.				
2	Artisan labour rate per hour.	Hrs	250		
3	Ditto but after hours labour rate per hour. (After hours includes, after 5pm to 8am, weekends and public holidays)	Hrs	50		
4	General assistant labour rate per hour	Hrs	250		
5	Ditto but after hours labour rate per hour. (After hours includes, after 5pm to 8am, weekends and public holidays)	Hrs	50		
	MATERIAL COSTS				
	Note:				
	Original invoices for material used must be submitted with the application for payment, i.e costs must be proven				
	The percentage mark-up quoted below is to apply to all material cost irrespective of value. No extra claims for waste will be entertained				
6	Budgetary allowance for materials (Five Hundred and fiftyThousand Rand)	Item	1	550 000.00	
	MARK-UP PROFIT ON MATERIALS				
7	Percentage markup profit on budgetary allowances of R550 000. (Fill in % and rand value)	Item	1		
	TRANSPORT COST				
	Note:				
	The contractor will only be reimbursed for a maximum of two trips per incident.				
	Distance claimed will be from the contractor's workshop to the delivery destination that will be disclosed to the contactor at required time and place.				
8	Transport and travelling costs.	km	600		
	Total Carried to Final Summary				

SECTION No	DESCRIPTION	QTY	RATE	AMOUNT
	FINAL SUMMARY			
1	PRELIMINARY AND GENERAL			
2	HEALTH AND SAFETY			
3	LABOUR,MATERIAL AND TRANSPORT COSTS			
	SUB-TOTAL			
	ADD :BUDGETARY ALLOWANCE FOR CONTINGENCIES (Fifty Thousand Rand)			R 50 000,00
	SUB-TOTAL:			
	ADD: VALUE ADDED TAX (15%)			
	TOTAL CARRIED TO FORM OF OFFER			