

RFQ NO. TMT-ECDOE-26/27-WTI-AN-CL100
EMERGENCY INSTALLATION OF WATER TANKS
AT VARIOUS SCHOOLS IN THE EASTERN CAPE
PROVINCE

(CLUSTER 100)

Issued by:

The Mvula Trust
No. 69 Deveraux Avenue
Vincent
East London
5247

Contact

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Email: anele@themvulatrust.org.za

STATUTORY REQUIREMENTS DATA

Total Points of specific goal	
SARS PIN No.	
Income Tax Number	
Vat Number(if registered)	
Tax Expiry date	
Tenderer CIDB Grading	
CIDB CRS No	
CSD REG Number	
Contact details	Name of contact person:
	Cell No:
	Telephone:
	Email address :
COIDA Certificate No.	

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

INSTALLATION OF WATER TANKS AT SCHOOLS IN EASTERN CAPE PROVINCE (RFQ NO. TMT-ECDOE-26/27-WTI-AN-CL100)

The Mvula Trust invites suitable and qualified contractors to submit quotation for the Installation of water tanks at various schools in the Eastern Cape Province.

Contractors are hereby invited to submit quotations for the installation of water tanks at various schools situated in the **Alfred Nzo Municipality area of the Eastern Cape** in following clusters.

Table 1:

Project No.	SCHOOL NAME	Type of Project	CIDB Contractor Grading
TMT-ECDOE-26/27-WTI-ANE-CL100/1	MPONDOBINI SENIOR SECONDARY SCHOOL	Water	2 GB / CE
TMT-ECDOE-26/27-WTI-ANW-CL100/2	BUFFALO NEK JUNIOR SECONDARY SCHOOL		
TMT-ECDOE-26/27-WTI-ANW-CL100/3	MOLIKO JUNIOR SECONDARY SCHOOL		
TMT-ECDOE-26/27-WTI-ANW-CL100/3	MPUMALANGA JUNIOR PRIMARY SCHOOL		

There will be NO clarification.

Only contractors who are residing in the above area are eligible to submit quotations and those whose CIDB grading is 2 GB / CE or above. CIDB district location, CSD Report and proof of residents will be used to confirm location of bidder. Those located outside the indicated area will be disqualified.

It is responsibility of the bidder to make sure that all the returnable documents and schedules as indicated in section **Part T2 Returnable documents** are up to date when submitting the bid.

The tenders will be evaluated for price and specific goals for designated groups. Evaluation for preference and price will be **80/20** Specific goals point system where a maximum of **eighty (80)** points will be awarded for price and **twenty (20)** points will be awarded for specific goals.

No	Specific Goals Designated Groups	Specific Goals Points Allocation (20)	Documents required for verification of points allocation
1	Black People	12	CSD Report
2	Youth	3	CSD Report
3	Women	4	CSD Report
4	Persons with disability	1	CSD Medical Certificate/Report

Tender closing date and time: **Tuesday, 02 June 2026 @ 12:00pm**. Completed tender documents must be submitted in sealed envelopes and clearly marked **as per RFQ Number indicated above in the table for each specific project** and must be deposited in a tender box at **69 Devereux Avenue, Vincent, East London**.

The Mvula Trust reserves the right to withdraw any invitation to submit a quotation and/or to re-advertise or to reject any bid or to accept a part of it. The Mvula Trust does not bind itself to accepting the lowest offer. Bidders to note that the date for **practical completion** shall be **8 weeks** from the **commencement date**.

No Telegraph, telephone, telex, facsimile or any other form of transmittal will be accepted. Late documents will not be accepted.

Enquiries:

All enquiries regarding this tender must be forwarded to: Email: anele@themvulatruster.org.za with the applicable Bid No. as the subject.

T1.1 NOTICE AND INVITATION TO SUBMIT A PROPOSAL

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of CIDB Standard for Uniformity in Engineering and Construction Works Contracts (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
C.1.2	<p>The Tender Documents issued by The Mvula Trust comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data</p> <p>Part C2: Pricing data C2.1 - Pricing instructions C2.2 - Activity Schedule for Value Based Fees</p> <p>Part C3: Scope of work C3 - Scope of work</p> <p>Part C4: Site information C4 - Site information</p>
C.1.4	<p>The Mvula Trust's agent is:</p> <p>Name: Lonwabo Mapolisa</p> <p>Address: 69 Devereux Avenue Vincent East London.</p> <p>Tel: 043 726 2255</p> <p>E-mail: lonwabo@themvulatruster.org.za</p>
C.1.6.2.1	<p>The Mvula Trust will not announce the names of the tenderers who make a submission.</p>

C.1.6.3	The two stage-system proposal procedure shall not apply.
C.2.1	<p>Eligibility</p> <ul style="list-style-type: none"> • Only suitably qualified tenderers who are registered with Treasury Central Supplier Database are eligible to submit tenders. • Only Contractors who are residing in the above area are eligible to submit quotations and those whose CIDB grading is 2 GB/CE or above. CIDB district location, CSD Report and proof of residents will be used to confirm location of bidder. Those located outside the indicated area will be disqualified
C.2.13.1	All the parts of each tender offer communicated on paper shall be submitted as an original
C.2.13.2	Return all returnable documents to The Mvula Trust after completing them in their entirety, in hard copies written legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by The Mvula Trust.
C.2.13.9	Only submissions submitted in the tender box will be accepted. Tender offers submitted by facsimile or e-mail will be rejected by The Mvula Trust.
C.3.1.2	<p>The Mvula Trust will consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <ol style="list-style-type: none"> a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements; b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or c) in the opinion of The Mvula Trust, acceptance of the material change would compromise the outcome of the prequalification process.
C.3.3	Tender offers received after the closing time stated in the Tender Data will not be returned.
C.3.4.2	The name of each tenderer whose tender offer is opened will not be announced in public.
C.3.5	A two-envelope procedure will not be followed
C.3.11	<p>The tenders will be evaluated for price and preference.</p> <p>Apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for a specific goal.</p> <p>Scoring for quality will not apply for this tender however and Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following:</p> <ul style="list-style-type: none"> - Price offered does not pose risk to completion of the project <p>As part of risk assessment the Bidders give The Mvula Trust the right to request for enquiries from previous and/or current employers about bidders performance</p>
C.3.12	Not applicable

C.3.13	<p>For a tender to be compliant, a tenderer must ensure that:</p> <ul style="list-style-type: none"> a) the tenderer submits a valid Tax Clearance Certificate and PIN issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) 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; c) the tenderer has not: <ul style="list-style-type: none"> i. abused The Mvula Trust's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; iii. Is not considered to be posing a risk to completion of the projects in terms of risk assessment d) 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. Persons in the employment of the state are not permitted to submit tenders or participate in the contract; e) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; f) Has submitted all the required returnable documents as stated in the tender data. g) The tenderer has not been terminated by other employers due to poor performance. The Bidders give The Mvula Trust the right to enquire from previous employers about bidders performance
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T.2.1 List of returnable documents

List of returnable documents

1. Returnable documents

- T2.1.A: Central Supplier Database Registration Report. **(If not registered on day of tender closure, tenderer will be disqualified)**
- T2.1.B: CIDB registration print out **(Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified)**
- T2.1.C: Certificate of Good Standing with Workman Compensation Commissioner (COIDA/FEM). **(Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).**
- T2.1.D: Completed Projects

T2.2 List of returnable schedules

2. Returnable schedules that will be used to determine responsiveness:

- T2.2.A: Record of Addenda to Tender Documents
- T2.2.B: Compulsory Questionnaire
- T2.2.C: Authority of JVs (if applicable)
- T2.2.D: Resolution for signatory
- T2.2.E: Subcontracting Arrangements
- **T2.2.F: Compulsory briefing meeting Certificate. No briefing meeting will be held.**
- T2.2.G: Additional Particulars Concerning Tenders.
- **T2.2.H: Preference schedule: Specific goal (CSD, CIPC, etc. documents to be used when scoring for specific goals).**
- SBD 1: Invitation to bid
- SBD 2: Valid Tax Compliance Status Pin. (Validity will be verified online- during supply chainmanagement processes)
- SBD 4: Bidder's Declaration. **(bidder will be disqualified if this disclosure is found not to be true and not complete in every respect)**
- SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 **(failure to complete will result in tenderer awarded 0 for specific goals)**
- C1.1 Form of Offer and Acceptance **(must be completed for this cluster - Failure to complete and sign will result into disqualification.**

3. Returnable schedules that will be incorporated into the contract:

- Part C1.1 :Form of Offer and Acceptance
- Part C1.2 : Agreements, Conditions of Contract and Contract Variables, (which includes this agreement)
- Part C1.3 : Form of Guarantee
- Part C2 : Pricing data (Pricing instruction and Bill of Quantities)
- 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.
- Insurances and Securities
- Waiver of lien
- Appointment letter (conditional) and acceptance letter by the contractor
- Supplementary documents as requested in the appointment letter

**T2.1. A: Central Supplier Database (CSD) Registration Report.
(Please attach recently printed proof of registration here,
should not be older than 30 days)**

If not registered on day of tender closure, tenderer will be disqualified. If the CSD report submitted is older than 30 days the bidder will be given 48 hrs to submit a report that is not older than 30 days, failure to submit the report as requested, then the bidder will not be considered further.

T2.1. B: Copy of CIDB print-out

(Please attach proof of registration here)

Tenderer to attach CIDB print-out. (Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).

T2.1.C: Certificate of Good Standing with Workman's Compensation Commissioner. (COIDA/FEM) (Please attach proof of registration here)

Tenderer to attach Certificate of Good Standing with Workman's Compensation Commissioner. (Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).

T2.1. D – Completed Projects

The bidder must complete the table below and submit at least three letters of award and three completion certificates (Practical/Final Completion Certificates)

Provide details of completed projects

Name of Project	Client	Client Contact Person & Contact No.

Tenderer's signature		Date	
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T 2.2.A - Record of Addenda to tender documents

We confirm that the following communications received from The Mvula Trust before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is compulsory.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

T 2.2. B - 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: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council
<input type="checkbox"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<input type="checkbox"/> a member of the board of directors of any municipal entity
<input type="checkbox"/> an official of any municipality or municipal entity | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes The Mvula Trust 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	
<i>Enterprise name</i>			

T 2.2. C - Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures. (COMPULSORY FOR COMPLETION IF APPLICABLE)

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.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner 		Signature. Name Designation
.....		Signature. Name Designation
.....		Signature. Name Designation
.....		Signature. Name Designation

T2.2.D: RESOLUTION FOR SIGNATORY

Project title:	INSTALLATION OF WATER TANKS AT VARIOUS SCHOOLS IN THE EASTERN CAPE
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A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form on the company 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. **TENDER NO. TMT-ECDOE-26/27-WTI-AN-CL100**

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2. E: Subcontracting Arrangements

Bidders are to note that work has been set aside for local SMMEs' participation, and 5% of the construction value is to be set aside for local suppliers' material procurement within the local area. Bidders must ensure that their pricing covers costs for engaging, attendance, supervision of SMMEs and profit.

T.2.2.F: Compulsory Briefing Meeting Certificate

No compulsory briefing meeting will be held.

T2.2. G: ADDITIONAL PARTICULARS CONCERNING TENDERERS

Project title:	INSTALLATION OF WATER TANKS AT SCHOOLS IN EASTERN CAPE PROVINCE
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SURETIES AS SECURITY (OPTIONAL FOR THOSE THAT CHOOSE TO PROVIDE CONSTRUCTION GUARANTEE AS SECURITY)

Since I/we propose to furnish one sureties as security, the following particulars are provided:

1.1 Name of surety:

.....
.....

Address of surety:

.....
.....

Bank of surety:

.....
.....

Branch:

.....
.....

T2.2. H: Preference schedule: Specific goal (**Please attach documents below**)

These documents will be used to score bidders on preference on SBD 6.1. Tenderer to attach the following.

- Shareholding certificate
- Full CSD report
- Shareholder's IDs
- CIPC documents
- Proof of address
- Medical certificate to support disability (if applicable)

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TMT-ECDOE-26/27-WTI-AN-CL100	CLOSING DATE:	02 June 2026	CLOSING TIME:	12:00
DESCRIPTION	INSTALLATION OF WATER TANKS AT VARIOUS SCHOOLS IN EASTERN CAPE PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
69 Deveraux Avenue					
Vincent					
East London					
5247					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Anele Nqambi		CONTACT PERSON	Lonwabo Mapolisa	
TELEPHONE NUMBER	043 726 2255		TELEPHONE NUMBER	043 726 2255	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	anele@themvulatrust.org.za		E-MAIL ADDRESS	lonwabo@themvulatrust.org.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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:

SBD2: TAX COMPLIANCE STATUS AND PIN REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. (Please attach pin number and or proof of arrangement made with SARS here)

- Tenderer to attach tax compliance status and pin number document. Validity will be verified online during supply chain management processes. (Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).
- IN BIDS WHERE CONSORTIA / JOINT VENTURES ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

ANNEXURE A

VALID TAX CLEARANCE CERTIFICATE AND TAX PIN (PLEASE INSERT TAX PIN HERE)

ANNEXURE B

VALID COIDA CERTIFICATE OR LETTER FROM DEPT OF LABOUR

ANNEXURE C

Insert Copy of Company Registration

ANNEXURE D

Insert Proof of Central Supplier Database Registration Form- CSD (not older than 30 days)

ANNEXURE E:

**Copy of CIDB print-out
(Please attach proof of registration here)**

Tenderer to attach CIDB print-out. (Registration will be verified online and if not valid on day of evaluation and award, tenderer will be disqualified).

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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.

with any person who is employed by the procuring institution? **YES/NO**

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- (a) The applicable preference point system for this tender is the 90/10 preference point system.
- (b) The applicable preference point system for this tender is the 80/20 preference point system.
- (c)
- (d) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (e) Price; and
- (f) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black People		12		
Youth		3		
Women		4		
Persons with disability		1		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

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

C1.1 Form of Offer and Acceptance – CLUSTER 100

C1: AGREEMENT AND CONTRACT DATA

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

SUPPLY OF WATER TANKS TO SCHOOLS

EMERGENCY INSTALLATION OF WATER TANKS AT VARIOUS SCHOOLS IN THE EASTERN CAPE PROVINCE

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the installation and filling of tanks, inclusive of value added tax (Carried over from C2.2.2), is

R..... (in figures)

..... **Rand** (in words)

..... **% in Words**

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 Service Provider in the conditions of Contract identified in the Contract Data.

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

Failure of the Tenderer to sign this form shall invalidate the Tender.

Acceptance

By signing this part of this form of offer and acceptance, The Mvula Trust identified below accepts the tenderer's offer. In consideration thereof, The Mvula Trust 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 Mvula Trust 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

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 Mvula Trust 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 deliver the securities in terms of, Clause 5.4.1 Standard Professional Services Contract (July 2009) third edition, within the period stated in the Contract Data, and after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact The Mvula Trust's agent (whose details are given in the contract data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data, within 21 days of the date on which this Agreement comes into effect. 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).

Signature <i>Of person authorised to sign the tender</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	
Address <i>Physical address</i>	
Telephone no	
Fax number	
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

By the duly authorized representatives signing this agreement, The Mvula Trust and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any

confirmation, clarification or changes to the terms of the offer agreed by the tenderer and The Mvula Trust during this process of offer and acceptance.

Signature <i>Of person authorised to sign on behalf of The Mvula Trust</i>	
Name <i>Of signatory in capitals</i>	
Capacity <i>Of signatory</i>	
Name <i>Of Organisation</i>	The Mvula Trust
Address <i>Physical address</i>	69 Devereux Avenue Vincent East London 5742
Telephone no	(043) 726 2255
Fax number	(043) 721 1545
Name <i>Of witness</i>	
Signature <i>Of witness</i>	

C1.2 CONDITIONS OF CONTRACT AND CONTRACT VARIABLES

C1.2.1 CONDITIONS OF CONTRACT

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

The JBCC Principal Building Agreement makes several references to the Schedule for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Schedule shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement. Each item of schedule given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

C1.2.2 CONTRACT VARIABLES

C1.2.2.1 THE SCHEDULE

This schedule contains only pre-tender category. 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 this agreement

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 as an aid to the user and cannot be relied upon exclusively as indicating all related clauses

42.0 PRE-TENDER INFORMATION

42.1 CONTRACTING AND OTHER PARTIES

42.1.1 **Employer** The Mvula Trust (Implementing Agent on behalf of Eastern Cape Department of Education)

Postal address P.O.1986
Nahoon Code 5231

Tel 043 726 2255 Fax 043 726 5522 E-mail Mvula@themvulatrust.org.za

Tax / VAT registration No

4	6	0	0	2	8	9	4	2	7
---	---	---	---	---	---	---	---	---	---

[1.2] Physical address No. 69 Deveraux Avenue, East London

[41] Applicable on the basis of the Law of Agency since The Mvula Trust is implementing the projects on behalf of the Department of Basic Education which is an Organ of State

42.1.2 **Principal Agent** The Mvula Trust (Implementing Agent on behalf of Eastern Cape Department of Education)

[5.1]

Postal address P.O.1986
Nahoon Code 5231

Tel 043 726 2255 Fax 043 726 5522 E-mail Mvula@themvulatrust.org.za

42.1.3 [5.2]	Agent (1)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail
42.1.3 [5.2]	Agent (2)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail
42.1.3 [5.2]	Agent (3)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail
42.1.3 [5.2]	Agent (4)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail
42.1.3 [5.2]	Agent (5)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail
42.1.3 [5.2]	Agent (6)	Not Applicable
	Agent's service	
	Postal address	
		Code
	Tel	Fax
		E-mail

42.2 CONTRACT DETAILS

42.2.1 **Works** description **See Part C3 : Scope of Works**

42.2.2 **Site** description **See Part C4 : Site Information - Section 4.1 & 4.2**

42.2.3 Work or installations
 [22.2] by **direct contractors** **Not Applicable**

42.2.4 Specific options that are applicable to a **State** organ only [41.0] Where so:
 [31.11.2#] (1) Interest rate
 legislation

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and (b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

- [11.2#] (2) Lateral support insurance to be effected by the **contractor** (yes/no)
- [31.4.2#] (3) Payment will be made for **materials and goods** (yes/no)
- [40.2.2#] (4) Dispute resolution by litigation (yes/no)
- [26.1.2#] (5) Extended **defects** liability period applicable to the following elements:
 Not applicable

42.2.5 Possession of the **site** is to be given on _____
 [15.2.1#] (date) To be confirmed on appointment

42.2.6 Period for the commencement of the **works** after _____
 [15.3] the **contractor** takes possession of the **site** (working days) 5

42.2.7 For the **works** as a whole: [30.1] and the **penalty** per **calendar day**
 [24.3.1] The date for **practical completion** Or

The date of practical completion shall be 30 calendar days from commencement date

	Date	Penalty amount
42.2.8 For the works in sections: [24.3.1] The date for practical completion [28.1] and the penalty per calendar day		R 300.00 per calendar day up to 10 % of contract amount
Section 1		
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		

42.2.9 The law applicable to this agreement shall be that of (country)

42.3 INSURANCES

42.3.1 Contract works insurance to be effected by [10.1#, 10.2#, 12.1#] (Employer/Contractor)

For the sum of (amount)

With a deductible of (amount)

42.3.2 Supplementary insurance is required [10.1#, 10.2#, 12.1#] (yes/no)

(Where 'yes' state requirement) Contract Sum _____

42.3.3 Public liability insurance to be effected by [11.1#,12.1#] (Employer/Contractor)

For the sum of (amount)

With a deductible of (amount) _____

42.3.4 Support insurance to be effected by the employer [11.2#,12.1#]

For the sum of (amount)

With a deductible of (amount) _____

2.4 DOCUMENTS

42.4.1 Waiver of the **contractor's** lien or right of continuing possession is required
[3.3, 15.1.3, 31.16.2#] (yes/no)

42.4.2 Construction document copies to be supplied
[3.7] to the **contractor** free of charge (N° of)

42.4.3 **Bills of quantities/Lump sum document** schedule of rates drawn up in accordance with
(state measuring system) _____

42.4.4 On acceptance of the tender the **bills of quantities/lump sum document**
[15.1.1] is to be submitted within **working days** (N° of)

42.4.5 **JBCC** Engineering General Conditions are to be included
[3.4] in the **contract documents** (yes/no)

42.4.6 The **contract value** is to be adjusted using **CPAP** indices [31.5.3]
(yes/no)

[32.13] Where **CPAP** is to be used
Alternative Indices (if applicable) (base month)

42.4.7 Details of changes made to the provisions of **JBCC** standard documentation
 [3.10] [An addendum referenced to this clause is to be attached should the space provided be insufficient]

42.4	DOCUMENTS
42.4.3	Bills of quantities drawn up in accordance with works specification
42.4.5 [3.4]	JBCC Preliminaries (May 2005) JBCC Principal Building Agreement (March 2005) are to be included in the contract documents for use with the JBCC Nominated/selected Subcontract Agreement.
42.4.6 [31.5.3] [32.13]	The contract value is to be adjusted using CPAP indices: Yes No <input checked="" type="checkbox"/> Alternative Indices: Not Applicable
42.4.7 [3.10]	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause 1.1</p> <p>COMMENCEMENT DATE – means the date that is 5 working days after site hand over.</p> <p>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.</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion.</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:</p> <p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>SECURITY – means the form of security provided by the employer or contractor, as stated in the schedule, from which the contractor or employer may recover expenses or loss.</p> <p>1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:</p> <p>1.6.4 No clause</p> <p>3.2.1 A construction guarantee in terms of 14.0, where so elected in his/her tender.</p> <p>3.7 Add at the end thereof:</p> <p style="padding-left: 40px;">The contractor shall supply and keep a copy of the JBCC applicable to this contract on site, to which the employer, principal agent and agents shall have access to at all times.</p> <p>3.10 Replace the second reference to “principal agent” with the word “employer”</p> <p>4.3 No clause</p> <p>5.1.2 under clause 41- Include reference to 32.6.3; 34.3 and 34.4 in terms of which the employer has retained its authority and has not given a mandate to the principal agent and in terms of which the employer shall sign all documents.</p> <p>10.5 Add the following as 10.5</p>

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in

catastrophic ground movement evident by sinkhole or do line formation the following will apply:

10.7.1 **Damage to the works**

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

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

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

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

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

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

10.7.4 The **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

14.0 Replace the entire clause 14.0 with the following:

14.0 **SECURITY**

14.1 The **security** to be submitted by the **contractor** to the **employer** will be as a payment reduction of up to ten per cent (10%) 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 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

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

14.2.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in

	<p>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</p> <p>15.1.1 No clause</p> <p>15.1.4 Add 15.1.4 as follows:</p> <p>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</p> <p>15.2.1 Under 41: Amend to read as follows:</p> <p>"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</p> <p>17.1.11 Delete the words" and the appointment of nominated and selected subcontractors"</p> <p>20.1.3 No clause</p> <p>21.0 No clause</p> <p>29.2.5 No clause</p> <p>31.5.2 Security adjustments in terms of 14.0 and 31.8</p> <p>31.8 Amend as follows:</p> <p>31.8(A) Where a security is selected in terms of 14.1; the value of the works in terms of 31.4.1 and of the 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:</p> <p>31.8(A).1 Ninety-five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8. (A).2Ninety-seven per cent (97.5%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>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</p> <p>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.</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of this clause: "...due to no fault of the contractor."</p> <p>32.5.4 Add the following to the end of this clause: "...due to no fault of the contractor."</p> <p>32.5.7 Add the following to the end of this clause: "...due to no fault of the contractor."</p> <p>33.2 Add the following clauses 33.2.9 to 33.2.13:</p> <p>33.2.9 the contractor's failure or neglect to commence with the works on the dates prescribed in the contract</p> <p>33.2.10 the contractor's failure or neglect to proceed with the works in terms of the contract</p>
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	<p>33.2.11 the contractor's failure or neglect for any reason to complete the works in accordance with the contract</p> <p>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</p> <p>33.2.13 the contractor's estate being sequestered; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>34.13 Replace "seven (7) calendar days" with "twenty-one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of 37.5 this agreement either by the employer or the and contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the (38.7) 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"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120) and 38.5.4</p> <p>39.3.5 Add the following words at the end thereof:" within one hundred and twenty (120) working days of completion of such report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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C2.1 Pricing Instructions

1. The agreement is based on the JBCC Series 2000 Principal Building Agreement Edition 4.1 (March 2005), 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.
2. 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.stanza.org.za or www.iso.org for information on standards). **Contractor to ensure in his/her pricing the cost for labour complies with minimum wage rates as set out by the Department of Labour (unskilled and skilled) for the applicable trades on the projects**
3. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.
4. 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.
5. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
6. 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
7. 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.
8. 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.
9. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
10. 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).
11. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 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.
12. 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.
13. Contractor to include the cost of double handling of materials in his pricing due to site accessibility. The Contractor must visit the schools to familiarise themselves with the site conditions
14. Contractor should be able to provide rate build-ups for labour, plant & equipment and for materials when requested to do so.

C2.2.2 Bill of quantities

C3Scope of Work

C3.1 SCOPE OF WORKS

The scope of works will entail the following:

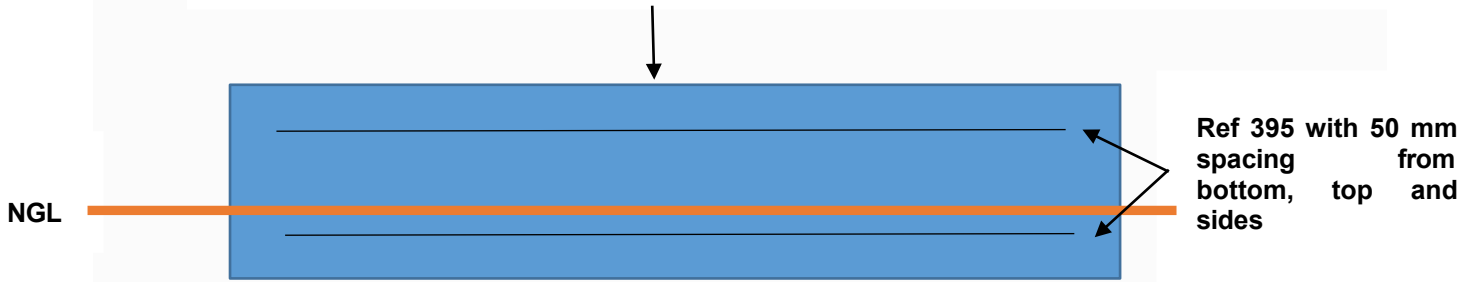
1. Installation of 5000L water tanks.
2. Filling up 5000L water tanks with clean drinkable water.
3. Repair of existing gutter and/or installation of new gutters and downpipes.

C3.2 WORKS SPECIFICATION

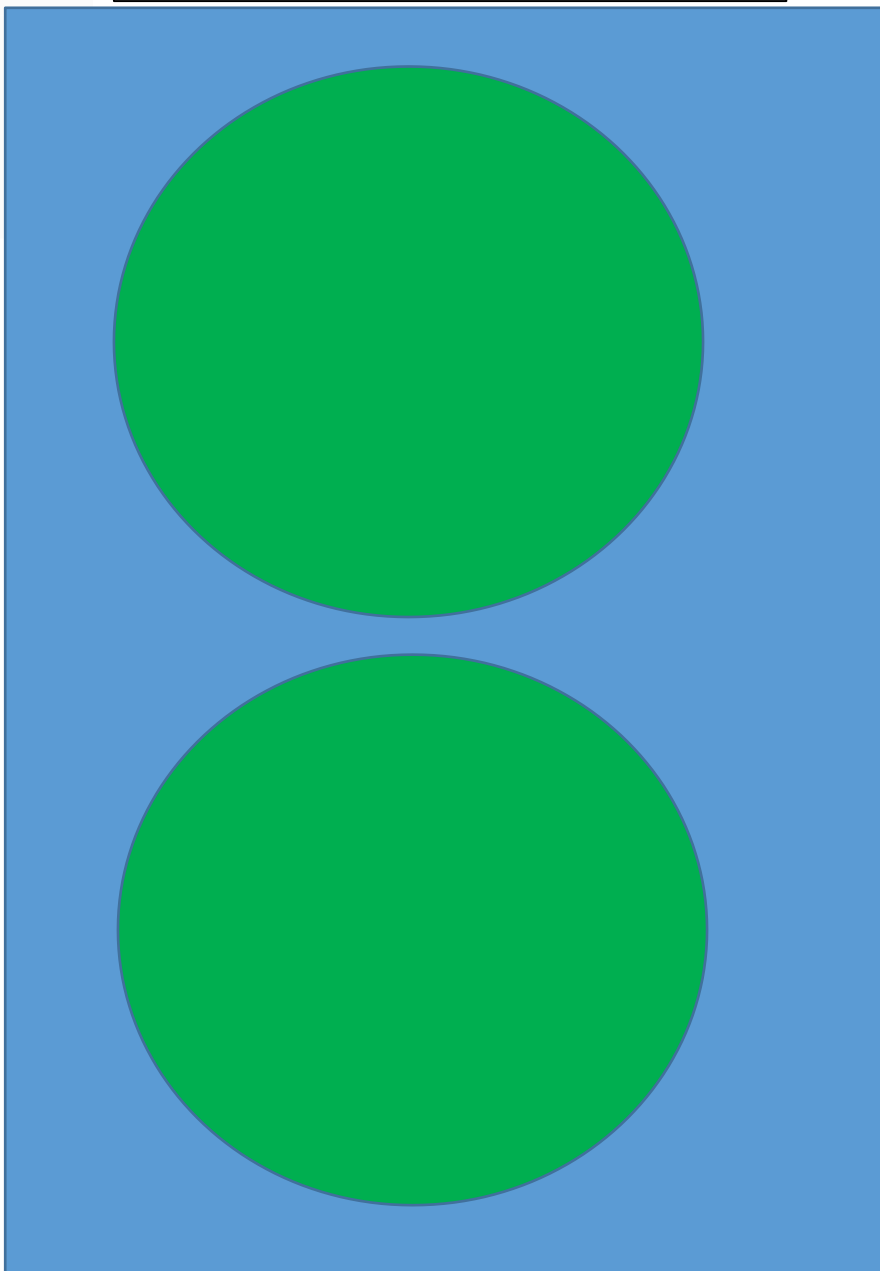
The works should be carried out as follows:

- The water tank is made of polyethylene. It must be handled with care. Avoid sliding on rough & sharp surfaces. Lift the water tank when moving into position.
- Water tank site must be smooth and level should be cleared of all rocks, stones sticks and sharp objects that may damage base of water tanks.
- On the area of tank stands top soil to be removed and excavated by 100 mm below ground level. The excavation base must be level and can vary according to each site.
- Concrete (**25 MPa**) to place on level ground surface with reinforced mesh **Ref 395** placed at 50 mm above ground and 50 mm from top of concrete base
- Shutter boards to painted with shutter oil before casting concrete
- Shutter boards to be anchored so that the shutter work
- Rainwater tanks must be placed on a level concrete slab with a smooth finish. Avoid rough screeding.
- 30 x 1,6mm Tank tie wrapped around 5000L Rainwater tank with one end cast onto the four corners concrete stand and other fixed to wrapped ties around the tank
- Water tank overflow should be piped away from the water tank and discharge into v-drain

25 MPa concrete base slab 300 mm thick x 2000 mm wide and 5000 mm long



Cross Section through concrete base



2 x 5000 L tanks on one tank stand

Plan view of tank installation

C4 Site Information - List of Schools per Cluster in the Eastern Cape Province.

C4 Site Information - CLUSTER 100 List of Schools (Schools)

No.	NatEmis	School Name	No, of tanks	EIDistrict
1	200500764	MPONDOBINI SENIOR SECONDARY SCHOOL	4	ALFRED NZO EAST
2	200500062	BUFFALO NEK JUNIOR SECONDARY SCHOOL	4	ALFRED NZO WEST
3	200100735	MOLIKO JUNIOR PRIMARY SCHOOL	2	ALFRED NZO WEST
4	200500766	MPUMALANGA JUNIOR PRIMARY SCHOOL	4	ALFRED NZO WEST