



DISABILITY ECONOMIC EMPOWERMENT TRUST

REQUEST FOR QUOTATION

FOR

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT CLUSTER 5 SCHOOLS ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION

CLUSTER 5 SCHOOLS:

1. HAJI SENIOR PRIMARY SCHOOL
2. KAULA JUNIOR SECONDARY SCHOOL
3. ZINKAWU JUNIOR SECONDARY SCHOOL

BIDDER:

CRS NO:

Compiled for:

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

Website: www.edu.ecprov.gov.za

Compiled by:

The Disability Economic Empowerment Trust (DEET)
20 Suffolk Street
Berea
East London
5200

Website: www.deet.co.za



DISABILITY ECONOMIC EMPOWERMENT TRUST

REQUEST FOR QUOTATION

FOR

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION

CLUSTER 5

4GB OR HIGHER

EMIS NO: 200400257

DISTRICT: OR TAMBO INLAND

RFQ NO: DEET-ECDOE/DIS/16/2024-25

Consisting of:

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

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29 AUGUST 2025

REQUEST FOR QUOTATION

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REQUEST FOR QUOTATION

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Part 1: RFQ PROCEDURE

**T1.1: Request for RFQ Notice and Invitation to RFQ
(SBD1)**

REQUEST FOR QUOTATION NOTICE

DISABILITY ECONOMIC EMPOWERMENT TRUST

The Eastern Cape Disability Economic Empowerment Trust invites contractors to tender for the **APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION – CLUSTER 5**

RFQ NO: DEET-ECDOE/DIS/16/2024-25

CIDB Grade: 4GB OR HIGHER

Project Leader (DEET)

Mr Q Nkasana

Tel: 043 722 7333

Email: Qs@ecdeet.co.za

RFQ documents will be issued to the Service Providers on the DEET Panel of Contractors. No RFQ documents will be available at DEET Offices.

Queries relating to the issue of these documents may be addressed in writing to Ms. U. Nhele – email: scm@ecdeet.co.za

Technical enquiries: May be addressed in writing to Mr. Q. Nkasana– email: qs@ecdeet.co.za

Completed Request for RFQ documents in a sealed envelope endorsed with the project name, request for RFQ number and description must be deposited in the Tender Box **the Disability Economic Empowerment Trust (DEET),20 Suffolk Street, Berea, East London**, not later than **12h00 on 05 September 2025**

Telegraphic, telexed or faxed tenders will not be considered. The **Disability Economic Empowerment Trust (DEET)**, does not bind itself to accepting the lowest tenderer. Tender price offered should not pose a commercial risk to the completion of the project.

Procurement Contact Official

Ms Unathi Nhele

Tel: 043 722 7333

scm@ecdeet.co.za

Infrastructure Contact Official

Mr Q Nkasana

Tel: 043 722 7333

Qs@ecdeet.co.za

**PART A
INVITATION TO RFQ**

YOU ARE HEREBY INVITED TO RFQ FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION					
RFQ NUMBER:	RFQ NO: DEET-ECDOE/DIS/16/2024-25	CLOSING DATE:	05 September 2025	CLOSING TIME:	12h00am
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION – CLUSTER 5				
RFQ RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
DISABILITY ECONOMIC EMPOWERMENT TRUST					
20 Suffolk Street					
Berea					
East London					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Unathi Nhele		CONTACT PERSON	Mr. Qhawe Nkasana	
TELEPHONE NUMBER	043 722 7333		TELEPHONE NUMBER	043 722 7333	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	scm@ecdeet.co.za		E-MAIL ADDRESS	qs@ecdeet.co.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. RFQ 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 RFQ DOCUMENT.
1.3.	THIS RFQ IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL 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 RFQ INVALID.

SIGNATURE OF THE BIDDER:

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

DATE:

T1.2 Request for RFQ Data

T1.2: REQUEST FOR RFQ DATA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION- CLUSTER 5		
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25		
Advertising date:	29 August 2025	Closing date:	05 September 2025
Closing time:	12h00	Validity period	90 Days

Clause number																
	<p>The conditions of Request for RFQ applicable to this contract are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No. 42622, Department of Public Works Notice 423.</p> <p>The Standard Conditions of RFQ make several references to the RFQ Data for details that apply specifically to this Bid. The RFQ Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of RFQ to which it mainly applies.</p>															
C.1.2	The employer is the Eastern Cape Disability Economic Empowerment Trust ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION															
C.1.3.1	<p>The Request for RFQ documents issued by the employer comprise:</p> <p>THE REQUEST FOR RFQ (SINGLE VOLUME) Part 1: Bidding Procedure T1.1 Request for RFQ Notice and Invitation to RFQ (SBD1) T1.2 Request for RFQ Data</p> <p>Part 2: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.1a Final Summary of Bills of Quantities (C2.2) C1.1b Standard Conditions of Tender C1.1c General Conditions of Contract C1.2 Contract Data C1.3 Form of Guarantee</p> <p>Part 3: Returnable Schedules/Documents T2.1 List of Returnable Documents T2.2 Returnable Documents:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">SBD4</td> <td style="width: 60%;">Declaration of interest</td> <td style="width: 25%;">Mandatory Requirement</td> </tr> <tr> <td>SBD6.1</td> <td>Preference points claim form in terms of Preferential Procurement Regulations 2022</td> <td>Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.</td> </tr> <tr> <td>T2.2.1</td> <td>Certificate of authority for signatory</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.2</td> <td>Certificate of authority for joint ventures (if applicable)</td> <td>Mandatory Requirement</td> </tr> <tr> <td>T2.2.5</td> <td>Record of addenda to Request for RFQ documents</td> <td>Additional documents</td> </tr> </table>	SBD4	Declaration of interest	Mandatory Requirement	SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.	T2.2.1	Certificate of authority for signatory	Mandatory Requirement	T2.2.2	Certificate of authority for joint ventures (if applicable)	Mandatory Requirement	T2.2.5	Record of addenda to Request for RFQ documents	Additional documents
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	T2.2.6	Capacity of Bidder	Additional documents
	T2.2.7	Relevant project experience - completed projects	Additional documents
	T2.2.8	Relevant project experience - current projects	Additional documents
	T2.2.9	Schedule of plant & equipment	Additional documents
	T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement
	T2.2.11	CIDB grading certificate	Mandatory Requirement
	T2.2.12	Other certificates (certified copies to be inserted by Bidder), etc	Mandatory Requirement
		<ul style="list-style-type: none"> Valid Letter of Good Standing from Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 	Mandatory Requirement
	T2.2.13	Completed project reference forms	Additional documents
	PRICING SCHEDULE	<ul style="list-style-type: none"> Priced BoQ 	Mandatory Requirement
	<p>THE CONTRACT</p> <p>Part 4: Scope of Work</p> <p>C3.1 Scope of work</p> <p>C3.2 Health and Safety Specification</p> <p>C3.4 Contractors Reports</p> <p>Part 5: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Preliminaries / Bill of Quantities / Final Summary</p> <p>Part 6: Site information</p> <p>C4 Site information</p> <p>C5 Drawings</p>		
C.1.4	The employer's agent is:		
	Name:	Q Msiwa (Eastern Cape Province Department of Education)	
	Capacity:	Principal Agent	
	Address:	Steve Tshwete Building	
	Tel:	(040) 608 4707	
	Fax:		
	E-mail:	qiqile.msiwa@ecdoe.gov.za	
C.2.1	<p>Only those Bidders who satisfy the following eligibility criteria should submit Request for Bids:</p> <ol style="list-style-type: none"> Submit an offer only if the Bidder satisfies the criteria stated in the Request for RFQ data and the Bidder, or any of his principals, is not under any restriction to do business with the employer. The Bidder is registered with the CIDB, in a 4GB OR HIGHER or Higher class of construction work. The Bidder is registered on the National Treasury Central Supplier Data Base (https://secure.csd.gov.za) The Bidder accepts that documents that have correction fluid on them will be deemed non-responsive and the documents must remain intact. Bidders adhere to the pre-qualification criteria stated in the Request for RFQ document, if any. 		
C.2.1	<p>Joint ventures are eligible to submit Bids provided that:</p> <ol style="list-style-type: none"> Every member of the joint venture must be registered with the CIDB in the General Building (GB) class of work. The combined contractor grading designation of the members calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum RFQ for a 4GB OR HIGHER class of construction work. 		

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

C.2.15	The closing time for submission of Request for RFQ offers is as per the Request for RFQ Notice (T1.1) and the Invitation to RFQ (SBD 1).
C.2.16	The Request for RFQ offer validity period is as per the Request for RFQ Notice (T1.1) and the Invitation to RFQ (SBD 1).
C.2.17	Provide clarification of the Request for RFQ offer in response to do so from the employer during the evaluation of Request for RFQ offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the Request for RFQ offer is sought, offered, or permitted.
C.2.22	Not a requirement
C.2.23	Refer to Parts 1, 2 & 3 for certificates and other documents to be submitted with the Request for Bid.
C.3.4	The time and location for opening of the Request for RFQ offers are as per the Request for RFQ Notice (T1.1).
C.3.11	<p>Financial Offer and Preference will be evaluated as follows:</p> <p>The 80/20 preference point system will be applicable with 80 points allocated to Price and 20 points towards Specific Goals status level of contribution.</p> <p>The score for price is calculated using the following formula:</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where:</p> <p>Ps = Points scored for price of RFQ under consideration;</p> <p>Pt = Price of RFQ under consideration and</p> <p>Pmin = Price of lowest acceptable bid.</p> <p>A trust, consortium or joint venture will qualify for points for their Specific Goals.</p>
C.3.13	<p>Request for RFQ offers will only be accepted if:</p> <ol style="list-style-type: none"> 1. The Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 2. The Bidder has not: <ol style="list-style-type: none"> a. Abused the Employer's Supply Chain Management System; or b. Failed to perform on any previous contract and has been given a written notice to this effect; 3. The Bidder has completed the compulsory declarations and there are no conflicts of interest, which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Request for RFQ process; 4. The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation; <p>The Bidder is in good standing with the Compensation Fund.</p>
C.3.17	The number of paper copies of the signed contract to be provided by the employer is 1 (one) copy of the signed contract to the successful Bidder.

T1.3 RFQ EVALUATION CRITERIA

T1.3: RFQ EVALUATION CRITERIA

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION - CLUSTER 5		
RFQ No:	DEET-ECDOE/DIS/16/2024-25		
Advertising date:	29 August 2025	Closing date:	05 September 2025
Closing time:	12h00	Validity period	90 Days

RFQ EVALUATION CRITERIA	
	<p>This RFQ will be evaluated in Two (2) phases as follows:</p> <p>Phase One: Compliance, and responsiveness to the RFQ rules and conditions, thereafter they will be evaluated on PPPFA.</p> <p>Phase Two: Bidders passing the stage above will thereafter be evaluated on PPPFA.</p> <p>Maximum points on price - 80 points Maximum points for Specific goals - 20 points Maximum points - 100 points</p> <p>Phase 1: Compliance, and responsiveness to the RFQ rules and conditions</p> <p>Bidders must comply with the following RFQ conditions in order to proceed to Phase Two Of Evaluation:-</p> <ol style="list-style-type: none"> 1. Priced Bills of Quantities must be submitted. 2. Bidders are required to have a CIDB contractor Grading designation 4GB OR HIGHER or Higher. Proof of Cidb Registration or CRS number must be submitted with the bid. 3. Bids which are late will not be accepted. 4. A valid Letter of Good Standing from the Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 must be submitted with Bid 5. Failure to complete <u>all</u> supplementary information and the RETURNABLE SCHEDULES may result in the request for RFQ being eliminated. 6. Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of that tender <p>Failure to submit the following completed and signed compulsory documents will result in elimination of the bid:</p>

FORM C1.1	Tender Forms (Form C1.1: Form of offer and acceptance) that are incomplete or incorrectly completed will result in elimination of the tender	Mandatory Requirement									
SBD4	Declaration of interest	Mandatory Requirement									
SBD6.1	Preference points claim form in terms of Preferential Procurement Regulations 2022	Non-Elimination, to be submitted for the purposes of claiming points for Specific Goals.									
T2.2.1	Certificate of authority for signatory	Mandatory Requirement									
T2.2.2	Certificate of authority for joint ventures (if applicable)	Mandatory Requirement									
T2.2.10	Compulsory enterprise questionnaire	Mandatory Requirement									
T2.2.11	CIDB grading certificate or CRS No.	Mandatory Requirement									
T2.2.12	Other certificates (certified copies to be inserted by Bidder), etc	Mandatory Requirement									
	<ul style="list-style-type: none"> A valid Letter of Good Standing from Compensation Fund or licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 	Mandatory Requirement									
	<ul style="list-style-type: none"> Priced BoQ 	Mandatory Requirement									
<p>Phase Two: Bidders passing the stage above will thereafter be evaluated on PPPFA.</p> <p>PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:</p> <table> <tr> <td>Maximum points on price</td> <td>-</td> <td>80 points</td> </tr> <tr> <td>Maximum points for Specific goals</td> <td>-</td> <td>20 points</td> </tr> <tr> <td>Maximum points</td> <td>-</td> <td>100 points</td> </tr> </table>			Maximum points on price	-	80 points	Maximum points for Specific goals	-	20 points	Maximum points	-	100 points
Maximum points on price	-	80 points									
Maximum points for Specific goals	-	20 points									
Maximum points	-	100 points									

Part 2: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the: **APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5**

The Bidder, identified in the offer signature block, has examined the documents listed in the Request for RFQ data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of Request for Bid.

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

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

.....

.....Rand (in words);

R(in figures)

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

Signature(s)

Name(s)

Capacity

for the Bidder

.....
 (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 Bidder'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 Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Request for RFQ 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 Bidder 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 Bidder shall within 2 (two) weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within 5 (five) working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

for the Employer

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

Name and signature of witness Date

Schedule of Deviations

Notes:

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

1. Subject _____

Details _____

2. Subject _____

Details _____

3. Subject _____

Details _____

4. Subject _____

Details _____

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

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

C1.1.a. Final Summary Bills of Quantities

Section No.	<u>FINAL SUMMARY</u>	Page	Amount
1	Preliminaries and General	28	
2	Building works	2-13	
3	Decanting	3-9	
4	External Works	4-3	
5	Provisional Sums	5-2	
	ADD: CONTINGENCES		
	Allow the amount of R100 000.00 for Contingencies		
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender		
		R	
	FINAL SUMMARY		

C1.1b Standard Conditions of Tender

CIDB Standard Conditions of Tender (August 2019 Edition)

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

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, Bidders shall submit tender offers in response to the proposed contract in the first round of submissions.

Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Bidders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Bidders shall not apply.

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

C.2.15 Closing time

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

C.2.16 Tender offer validity

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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C1.2 Contract Data

PART C1.2: CONTRACT DATA

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

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Reference number	RFQ: DEET-ECDOE/DIS/16/2024-25
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	MTHATHA
Site address	Refer to document C4 – Site Information
Local authority	OR TAMBO DISTRICT MUNICIPALITY

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	DISABILITY ECONOMIC EMPOWERMENT TRUST
Business registration number	N/A
VAT/ number	N/A
Country	South Africa
Employer's representative: Name	Ms. U. Nhele
Telephone number	043 722 7333

Physical address	The Disability Economic Empowerment Trust (DEET) 20 Suffolk Road Berea East London 5200
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A4.0 Principal Agent [1.1]

Name	MAXFIELD QUANTITY SURVEYORS		
Legal entity of above			
Practice number			
Country	RSA		
Postal address	5 CANNO STREET, FORT GALE, MTHATHA		
Physical address	4A SANSOM ROAD, BEREA, EAST LONDON		

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

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

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

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

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

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

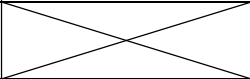
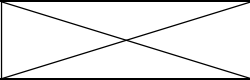
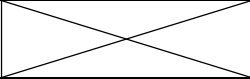
Contract drawings – description	Number	Revision	Date
N/A			

B 5.0 Employer's Agents [6.0]

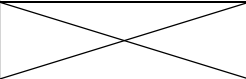
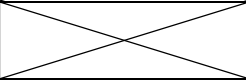
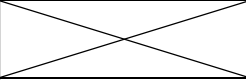
Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]
Principal Agent

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

B 6.0 Insurances [10.0]

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

and/or

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

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]	Yes / No?	Yes
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If yes, description	<p>The Contractor will, throughout the entire period of the works, be responsible for the proper and adequate protection of property and the public and DEET personnel from damage or injury resultant from the works and for the proper security of the site at all times during the course of the works. Further, the Contractor must allow for all temporary hoardings, walkways, etc. required by the Local Authorities, National Building Regulations. OHS Act and or demanded by his own requirements.</p> <p>All allowances for the safe removal and disposal of asbestos material are deemed to be priced in the removal of existing roofing and other asbestos containing material.</p> <p>Allowance must further be made for periodic adjustment of any hoardings/ temporary fencing and for their eventual removal and for making good. All other temporary fencing hoardings etc. Required must be priced for in the Preliminaries of these Bills of Quantities. Allowance must be made for periodic adjustment of any hoardings aligned to the project phasing and for their eventual removal and for making good.</p> <p>The contractor shall keep the site, structures, etc. well-watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent.</p>	
Restriction of working hours [12.1.2]	Yes / No?	Yes
If yes, description	07h30 to 17h00 Weekdays only. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the management of the school, in advance. No costs shall be claimable connected thereto.	
Natural features and known services to be preserved by the contractor [12.1.3]	Yes / No?	Yes
If yes, description	Existing services that are to be preserved are indicated in the existing service layout plan.	
Restrictions to the site or areas that the contractor may not occupy [12.1.4]	Yes / No?	Yes
If yes, description	Work areas and restricted areas are defined on the drawing specifying the site establishment.	
Supply of free issue [12.1.10]	Yes / No?	No
If yes, description		

B 8.0 Nominated subcontractors [14.0]

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

Specialisation 9	
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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

B 10.0 Direct contractors [16.0]

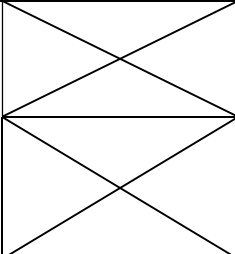
Yes / No?	No	If yes, description of extent of work
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]

B 11.0 Description of sections [20.1]

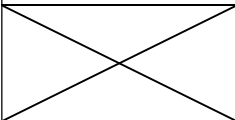
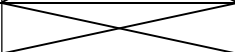
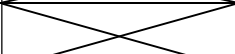
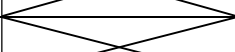
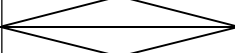

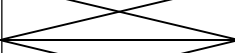
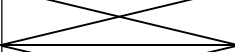
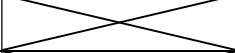
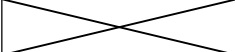
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

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

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
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		working days -	Period in months	Penalty amount per calendar day (excl. tax)
		10	4	11c per R100.00 of Contract Amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B16.0 [B4.1]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		Working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

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

B 13.0 Defects liability period [21.0]

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

B 14.0 Payments [25.0]

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

B 15.0 Dispute resolution [30.0]

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

B 16.0 JBCC® General Preliminaries – selections

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

Protection of the works - specific requirements [B11.1]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Disturbance - specific requirements [B11.5]	Yes. Refer to decanting plan and Scope of Works and Health and Safety Plan which are annexed to this RFQ document
Environmental disturbance - specific requirements [B11.6]	N/A

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
<p>1.1 Definitions</p> <p>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</p> <p>CONSTRUCTION PERIOD: The period commencing on the date of possession of the site by the contractor and ending on the date of practical completion</p> <p>CONTRACT PERIOD: The period commencing on the date of the Employer accepting the offer by signing the Form of Offer and Acceptance and ending on the date of final completion</p> <p>COST FLUCTUATION shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule</p> <p>DEFAULT INTEREST: No Clause</p> <p>GUARANTEE FOR CONSTRUCTION: A security in terms of the ECDOE's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD]</p> <p>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</p> <p>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</p> <p>LETTER OF ACCEPTANCE: The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer</p> <p>PAYMENT CERTIFICATE: A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of Clause 25.3</p> <p>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</p>

employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

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

4.0 Cession and Assignment

Replace Clause 4.3 with the following:

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

5.0 Documents

Replace Clause 5.4 with the following:

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

Replace Clause 5.5 with the following:

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

6.0 Employer's Agents

Replace Clause 6.5 with the following:

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

Add the following as 6.7:

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

8.0 Works Risk

Replace Clause 8.4 with the following:

The **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary

9.0 Indemnities

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

9.2.9 No Clause

9.2.10 No Clause

Add the following as clause 9.3:

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

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance

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

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

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

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

10.1.5.1.3

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

10.1.5.1.4

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

11.0 Securities

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

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

11.3 No Clause

11.4 No Clause

11.5 No Clause

11.6 No Clause

11.6 No Clause

11.7 No Clause

11.8 No Clause

11.9 No Clause

11.10 No Clause

12.0 Obligations of the Parties

12.1.1 No Clause

Replace Clause 12.1.5 with the following:

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

12.1.6 No Clause

12.1.8 No Clause

Replace Clause 12.2.2 with the following:

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

Replace Clause 12.2.5 with the following:

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

Replace Clause 12.2.13 with the following:

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

Add the following as Clause 12.2.22:

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

Add the following as Clause 12.2.23:

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

19.0 Practical Completion

Replace Clause 19.5 with the following:

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

21.0 Defects Liability Period and Final Completion

Clause 21.0

Replace Clause 21.1 with the following:

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

Replace Clause 21.6 with the following:

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

And/or

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

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

21.6.1 Omit Clause

21.6.2 Omit Clause

Add the following as Clause 21.13:

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

Add the following as Clause 21.14:

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

23.0 Latent Defects Liability Period

22.3.2 No Clause

24.0 Penalty for Late and Non-completion

Replace Clause 24.1 with the following:

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

Replace Clause 24.2 with the following:

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

Replace Clause 24.2.1 with the following:

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

25.0 Payment

Replace Clause 25.2 with the following:

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

Add the following to Clause 25.3:
25.3.12 Tax Invoice

25.5 No Clause

Replace Clause 25.6 with the following:

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

25.7.5 No clause.

Replace Clause 25.10 with the following:

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

25.10: Delete the words "and/or **compensatory interest**"

Replace Clauses 25.12 to 25.12.3 with the following:

Clause 25.12

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

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

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

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

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

25.14.2: Not applicable

26.0 Adjustment of the Contract Value and Final Account

Ref Clause 6.7 [CD] – Clause 26.1

Omit Clause 26.4.3

Ref Clause 6.7 [CD] – Clause 26.7

Replace Clause 26.10 with the following:

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

27.0 Recovery of Expense and/or Loss

Clause 27.0

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

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

27.1.5 No Clause

Replace Clause 27.5 with the following:

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

29.0 Termination

Clause 29.0

Add the following as Clause 29.1.4:

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

Add the following as Clause 29.1.5:

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

Add the following as Clause 29.1.6:

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

Replace Clause 29.7 with the following:

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

Replace Clause 29.9 with the following:

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

The payment reduction until the final payment is made;

29.14.1 No Clause

29.14.3 No Clause

29.14.4 No Clause

29.14.5 No Clause

29.14.6 No Clause

29.14.7 No Clause

29.15 No Clause

29.16 No Clause

29.17.3 No Clause

29.17.6 No Clause

29.21.5 No Clause

29.22 No Clause

29.23 No Clause

29.25.3 No Clause

29.25.4 No Clause

29.27 No Clause

30.0 Dispute Resolution

Replace Clause 30.2 with the following:

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

30.3 to 30.7.7 No Clauses

Replace Clause 30.8 with the following:

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

30.8.1 No Clause

Replace Clause 30.8.2 with the following:

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

Replace Clause 30.8.3 with the following:

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

Replace Clause 30.9 with the following:

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

30.10 No Clause

30.12 No Clause

Add the following additional Clause.

It is a condition of contract that:

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

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

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

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

C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

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

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

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

C 3.0 Payment of preliminaries [25.0]

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

Payment methods

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

Lump sum contract

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

C 4.0 Adjustment of preliminaries [26.9.4]

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

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

Provision of particulars

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

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

Adjustment Methods

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

Option A	<p>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</p> <p>Fixed - An amount which shall not be varied</p> <p>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</p> <p>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]</p>
Option B	<p>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]</p> <p>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</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>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</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>

Lump sum contract

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

C1.3 Form of Guarantee

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

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

GUARANTEE FOR CONSTRUCTION (PRO-FORMA)



Guarantee for Construction

For use with the JBCC[®] Principal Building Agreement edition /date

GUARANTOR DETAILS AND DEFINITIONS

Guarantor:

Physical Address:

Guarantor's signatory 1: Capacity

Guarantor's signatory 2: Capacity

Employer:

Contractor:

Principal Agent:

Works:

Site:

Contract Sum: Accepted amount inclusive of tax Currency

Amount in words:

Guaranteed Sum: The maximum aggregate amount Currency

Amount in words:

Guarantee for Construction: (Insert Variable or Fixed)

Expiry Date:

AGREEMENT DETAILS

Sections: Total number / not applicable Last Section

Principal Agent issues JBCC[®] format Recovery Statement, Interim Payment Certificates, the Final Payment Certificate, the Certificate of Practical Completion and the Certificate of Final Completion

1.0 GUARANTEE FOR CONSTRUCTION (Variable)

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

GUARANTOR'S LIABILITY

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

Amount in words:

PERIOD OF LIABILITY

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

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

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

Amount in words:

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

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

Amount in words:

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

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

Amount in words:

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

2.0 GUARANTEE FOR CONSTRUCTION (Fixed)

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

GUARANTOR'S LIABILITY

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

PERIOD OF LIABILITY

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

Amount in words:

3.0 The Guarantor acknowledges that:

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

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

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

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

Part 3: Returnable Schedules/Documents

T2.1 List of Returnable Documents

2.1: LIST OF RETURNABLE DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5		
Implementing Agent:	Disability Economic Empowerment Trust	RFQ No:	DEET-ECDOE/DIS/16/2024-25

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDEER EVALUATION PURPOSES

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

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

2. OTHER DOCUMENTS REQUIRED FOR REQUEST FOR RFQ EVALUATION PURPOSES

RFQ Document Name	Number of pages issued	Returnable Document
Site Inspection Certificate (T2.2.4)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Capacity of the Bidder (T2.2.6)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Relevant Project Experience - Completed Projects (T2.2.7)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Relevant Project Experience - Current Projects (T2.2.8)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CIDB Grading Certificate (T2.2.11)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Letter of Good Standing from Compensation Fund (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proof of Locality of Head Office (T2.2.12)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Record of Addenda to Request for RFQ Documents (T2.2.5)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Schedule of Plant and Equipment (T2.2.9)	1 Page	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compulsory Enterprise Questionnaire (T2.2.10)	1 Page	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

RFQ Document Name	Number of pages issued	Returnable Document
Form of Offer and Acceptance (C1.1)	3 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (C1.2)	14 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Applicable form of Guarantee (C1.3)	4 Pages	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Priced Bills of Quantities including Preliminaries (C2.2)	84 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

T2.2 Returnable schedules

SBD 4 : BIDDER'S DISCLOSURE

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 RFQ 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 institution	State

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**

2.2.1 If so, furnish particulars:

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

.....
.....

2.3 Does the 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 RFQ 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 RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive 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 RFQ and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
- 3.5 The terms of the accompanying RFQ have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the 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 RFQ 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.

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.

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

.....
Signature Date

.....
Position Name of bidder

SBD 6.1 : Preference Points Claim Form

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of

this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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)
Historically disadvantaged individuals	2	4		
Persons with disabilities	1	2		
Promotion of Youth	1	3		
Woman Participation	2	3		
Enterprises located in the Eastern Cape Province	4	8		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

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

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

T2.2.1 Certificate of Authority for Signatory

T2.2.1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

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

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the bidder for Contract No. _____

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T2.2.2 Certificate of Authority for Joint Ventures

T2.2.2: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Request for RFQ in Joint Venture and hereby authorise Mr/Ms

_____, of the company _____

_____, acting in the

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

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

T2.2.5 Record of Addenda to Request for RFQ Documents

T2.2.5: RECORD OF ADDENDA TO RFQ DOCUMENTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.6 Capacity of Bidder

T2.2.6: CAPACITY OF THE BIDDER

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25
<p>WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Details of project team including CV, qualifications and proof of registration completed for each individual to be provided by Bidder. Failure to furnish the particulars may result in the RFQ being disregarded.)</p> <p><i>Artisans and Employees: (Artisans and Employees to be, or are, employed for this project)</i></p>	

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

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

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

Bidder:

T2.2.7 Relevant Project Experience - Completed Projects

T2.2.7: RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.8 Relevant Project Experience - Current Projects

T2.2.8: RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

Bidders 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 Bidder's team members were contracted.
 - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

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

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

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

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.9 Schedule of Plant & Equipment

T2.2.9: SCHEDULE OF PLANT AND EQUIPMENT

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

T2.2.10 Compulsory Enterprise Questionnaire

T2.2.10: COMPULSORY ENTERPRISE QUESTIONNAIRE

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5		
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25		
The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.			
Section 1: Name of enterprise:			
Section 2: VAT registration number, if any:			
Section 3: CIDB registration number, if any:			
Section 4: CSD number:			
Section 5: Particulars of sole proprietors and partners in partnerships:			
Name*	Identity number*	Personal income tax number*	
<i>*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners</i>			
Section 6: Particulars of companies and close corporations			
Company registration number:			
Close corporation number:			
Tax reference number:			
Section 7: SBD4 issued by National Treasury must be completed for each Bidder and be attached as a Request for RFQ requirement.			
Section 8: SBD6 issued by National Treasury must be completed for each Bidder and be attached as a Request for RFQ requirement.			
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:			
<ul style="list-style-type: none"> i) authorizes the employer to verify the Bidders tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting Request for RFQ offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct. 			
Signed		Date	
Name		Position	
<i>Enterprise name</i>			

T2.2.11 CIDB Grading Certificate / Proof of Registration

T2.2.11: CIDB GRADING CERTIFICATE/PROOF OF REGISTRATION

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

Bidders are required to submit with their Request for Bid:

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

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

T2.2.12 Other certificates, etc.

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

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

Bidders are required to submit with their Request for Bid:

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

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

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

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

T2.2.13 Insert Completed Project Reference Forms

PROJECT REFERENCE RETURNABLE 1 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

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

Signature of principal agent

COMPANY STAMP



NOTE:

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

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 2 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

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

Signature of principal agent

COMPANY STAMP



NOTE:

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

Name of Bidder

Signature of Bidder

Date

PROJECT REFERENCE RETURNABLE 3 OF 3

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

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

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

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

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

B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

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

Signature of principal agent



NOTE:

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

Name of Bidder

Signature of Bidder

Date

THE CONTRACT

Part 4: Scope of Work

C3.1 Scope of work

C3.1: SCOPE OF WORKS – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION- CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

C3. Scope of Works

1. GENERAL

a) EXTENT OF THE WORKS

The work comprises of:

REQUEST FOR INFORMATION	DEET- DISASTER AUGUST 2025																		
SCHOOL NAME	HAJI PS																		
CLEARLY DEFINE YOUR SCOPE OF WORKS:	<p>Block 1 - 4x Classroom :- Remove And Replace roof Sheeting- Remove and replace ceiling boards, repaint after treatment- Replace damaged barge boards- fix loose sections, realign gutters</p> <p>Block 2 - Mud Structure : Demolish and replace with 4x Classroom prefabs (1x for Grade R, 3x Classroom)</p>																		
DURATION OF CONTRACT	4 months																		
CIDB GRADING	<p>4GB</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <caption>Table 1: Tender Value Range Adjustments (TVR)</caption> <thead> <tr> <th>Grade</th> <th>Current (TVR)</th> <th>Proposed Adjustment (TVR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>200 000</td> <td>500 000</td> </tr> <tr> <td>2</td> <td>650 000</td> <td>1 000 000</td> </tr> <tr> <td>3</td> <td>2 000 000</td> <td>3 000 000</td> </tr> <tr> <td>4</td> <td>4 000 000</td> <td>6 000 000</td> </tr> <tr> <td>5</td> <td>6 500 000</td> <td>10 000 000</td> </tr> </tbody> </table>	Grade	Current (TVR)	Proposed Adjustment (TVR)	1	200 000	500 000	2	650 000	1 000 000	3	2 000 000	3 000 000	4	4 000 000	6 000 000	5	6 500 000	10 000 000
Grade	Current (TVR)	Proposed Adjustment (TVR)																	
1	200 000	500 000																	
2	650 000	1 000 000																	
3	2 000 000	3 000 000																	
4	4 000 000	6 000 000																	
5	6 500 000	10 000 000																	

b) ORDER OF THE WORKS

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

c) BUILDING OCCUPIED

Yes

d) ACCESS – Gravel Road

C3.2 Health and Safety Specification

C3.4 Contractors Reports

CONTRACTOR MONTHLY REPORT

PART 1

Project No: Project Name:

Contract No:

Contractor Name:

Claim No: For Period Ending:

Date of Report:

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

“NO REPORT – NO PAYMENT”.

Attachments:

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

Part 3 : Weekly Task Wage Register

Part 4 : Local Labour Schedule

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

Additional Requirements:

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

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: Date of Report:
 Project No: Project Name:
 Claim No: For Period Ending:
 Contractor Name:

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

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

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

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

3. Local Labour Schedule

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

Part 5: Pricing Data

C2.1 Pricing Instructions

C2.1: PRICING INSTRUCTIONS JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION- CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

1. BILLS OF QUANTITIES

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

2. VALUE ADDED TAX

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

3. PREVIOUS WORK

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

**C2.2 Preliminaries / Bill of Quantities / Final
Summary**

Item
No

Quantity

Rate

Amount

SECTION NO. 1: PRELIMINARIES

BILL NO. 1 PRELIMINARIES

BUILDING AGREEMENT AND PRELIMINARIES

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described.

The **JBCC** Principal Building Agreement **contract data** form an integral part of this **agreement**.

The **JBCC** General Preliminaries (May 2018) published by the Joint Building Contracts Committee for use with the **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) shall be deemed to be incorporated in these **bills of quantities**, amended as hereinafter described.

The **contractor** is deemed to have referred to the above mentioned documents for the full intent and meaning of each clause.

The clauses in the above mentioned documents are hereinafter referred to by clause number and heading only.

Where any item is not relevant to this **agreement** such item is marked N/A signifying "not applicable".

Where standard clauses or alternatives are not entirely applicable to this **agreement** such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading and such amendments, modifications, corrections or supplements shall take precedence notwithstanding anything to the contrary contained in the above mentioned documents.

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PREAMBLES FOR TRADES

The General Preambles for Trades 2017 published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.

The Specification of Materials and Methods (PW371-A) as published by the Department of Public Works shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained.

Supplementary preambles and/or specifications are incorporated in these **bills of quantities** to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles.

The **contractor's** prices for all items throughout these **bills of quantities** shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

If any discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments within the special conditions of contract and herein shall prevail in cases of conflict between any of the documents.

STRUCTURE OF THIS PRELIMINARIES BILL

Section A : A recital of the headings of the individual clauses in the aforementioned **JBCC** Principal Building Agreement

Section B : A recital of the headings of the individual clauses in the aforementioned **JBCC** General Preliminaries

Section C : Any special clauses to meet the particular circumstances of the project

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PRICING OF PRELIMINARIES

Contractors are required to price all individual items in the preliminary and general section of the bill of quantities and should not lump the items into a single sum or amount. This fully priced schedule must be included as part of the priced bill of quantities returnable with tender submission.

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related Preliminaries will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the Preliminaries will be paid only once the successful contractor has fully complied with deliverables under this section.

Should the **contractor** select Option A in the **contract data** for the adjustment of **preliminaries**, the amounts entered against the relevant items in these **preliminaries** are to be divided into one or more of the three categories provided namely fixed (F), value related (V) and time related (T).

SECTION A: PRINCIPAL BUILDING AGREEMENT

Interpretation (A1-A7)

- 1 Clause 1.0 - Definitions and interpretation

Pricing of bills of quantities

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The **contractor** is to allow opposite each item for all costs in connection therewith. All prices to include, unless otherwise stated, for all materials, fabrication, conveyance and delivery, unloading, storing, unpacking, hoisting, labour, setting, fitting and fixing in position, cutting and waste (except where to be measured in accordance with the standard system of measurement), patterns, models and templates, plant, temporary works, returning of packaging, duties, taxes (other than Value Added Tax), imposts, establishment charges, overheads, profit and all other obligations arising out of this **agreement**. Value Added Tax (VAT) is to be separately stated on the summary page of these **bills of quantities**

Items left unpriced will be deemed to be covered in prices against other items throughout these bills of quantities and no claim for any extras arising out of the contractor's omission to price any item will be entertained

Prices for all construction equipment, temporary works, services and other items shall include for the supply, maintenance, operating cost and subsequent removal and making good as necessary

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Contractors are reminded that some of the works are to be undertaken under restrictive site conditions, over steep terrain, in dense vegetation, protected environments, etc.

In addition to the usual rates priced for standard measured items in the bills of quantities, contractors shall provide for all additional plant, labour, equipment, temporary works, temporary access ways and any additional supervision, transport, security, special plant and equipment to navigate restrictive site conditions and all things necessary for the completion of the works within this bills of quantities. The rates or amounts tendered for these items shall also include for the contractors management, attendance, profit, costs for removal and reinstatement of the ground conditions, vegetation, etc. in the state and condition prior to the works being undertaken.

In addition to the usual rates priced for compliance with law and regulation in relation to inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, the contractor is expected to include in the rates, prices and the tendered total of the prices for all inspections, warranties, guarantees, tests, analysis, commissioning and all things necessary for compliance, payable by the contractor.

Such items include but are not limited to: - Electrical Compliance Certificate - Plumbing Compliance Certificate - Structural Steel Compliance Certificate - Lightning Certificate - Soil Protection Certificate - Concrete test results and cube certificates - Compaction Test results and certificates - Waterproofing guarantee certificates - TR1 and TR2 prefabricated roof truss certificates - Roof covering certificate - Soil compaction certificates - Electrical and Mechanical test certificates - Plumbing and drainage pressure test certificates - Fire Compliance Certificate - Entomology Certificate - SANS 10400-A:2010 compliance certificates - Any other requirement as per the latest National Building Regulation

Contractors are reminded and hereby given the opportunity to allow for and price all costs related to the abnormal working conditions referred to herein as no claims for additional costs will be entertained for any omission on the part of contractor

The priced document shall not be used as a specification for material and goods and the quantities should not be used for procurement purposes.

All procurement of material will be based on actual site measurements and not on drawings, specifications or the bill of quantities

Abbreviated descriptions

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The items in these **bills of quantities** utilise abbreviated descriptions. It is the intention that the abbreviated descriptions be fully described when read with the applicable measuring system and the relevant preambles and/or specifications. However, should the full intent and meaning of any description not be clear, the **contractor** shall, before submission of his tender, call for a written directive from the **principal agent**, failing which it shall be assumed that the **contractor** has allowed in his pricing for materials and workmanship in terms of international best practice

Legal status of contractor

If the **contractor** constitutes a joint venture, consortium or other unincorporated grouping of two or more persons then:

1. These persons are deemed to be jointly and severally liable to the **employer** for the performance of this **agreement**
2. These persons shall notify the **employer** of their leader who has assigned authority to bind the **contractor** and each of these persons
3. The **contractor** shall not alter its composition or legal status without the prior written consent of the **employer**

F:..... V:..... T:.....

Item

2 Clause 2.0 - **Law**, regulations and **notices**

F:..... V:..... T:.....

Item

3 Clause 3.0 - Offer and acceptance

F:..... V:..... T:.....

Item

4 Clause 4.0 - Cession and assignment

F:..... V:..... T:.....

Item

5 Clause 5.0 - Documents

Value Added Tax

Provision is made in the summary page of these **bills of quantities** for the inclusion of Value Added Tax (VAT)

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Priced document as specification

Clause 5.4 is deemed to be deleted

The **principal agent** shall decide which portion of the **priced document** may be used as a specification of **materials and goods** or methods, if any

Electronic issue of drawings

Some drawings for this project will be issued electronically and the **contractor** shall be deemed to have received such drawings on the date that such drawings have been dispatched electronically [5.6]

F:..... V:..... T:.....

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6 **Clause 6.0 - Employer's agents**

Delegated authority

The authority of the **principal agent** to issue **contract instructions** [17.1] and perform duties for specific aspects of the **works** is delegated to **agents** as follows [6.2]. This does not preclude the **principal agent** from issuing such **contract instructions**:

1. Architect

1.1 Duties [6.2] :

The architect is responsible for the architectural design, functional design and quality inspection of the **works**

1.2 **Contract instructions** [6.2; 17.1] :

1.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

1.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

1.2.3 The **site** [13.0]

1.2.4 Compliance with the **law**, regulations and bylaws [2.1]

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- 1.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 1.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 1.2.7 Removal or re-execution of work
- 1.2.8 Removal or substitution of any **materials and goods**
- 1.2.9 Protection of the **works**
- 1.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]
- 1.2.11 Rectification of **defects** [21.2]
- 1.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 1.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**
- 1.2.14 Appointment of a **subcontractor** [14.0; 15.0]
- 1.2.15 Work by **direct contractors** [16.0]
- 1.2.16 On suspension or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [29.0]

2. Quantity surveyor

2.1 Duties [6.2] :

The quantity surveyor is responsible for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions of the **works**

2.2 **Contract instructions** [6.2; 17.1] :

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2.2.1 No **contract instructions** delegated to the quantity surveyor

3. Civil and structural engineer

3.1 Duties [6.2] :

The civil and structural engineer is responsible for all aspects of civil and structural engineering design and quality inspection of the **works**

3.2 **Contract instructions** [6.2; 17.1] :

3.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

3.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

3.2.3 The **site** [13.0]

3.2.4 Compliance with the **law**, regulations and bylaws [2.1]

3.2.5 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

3.2.6 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

3.2.7 Removal or re-execution of work

3.2.8 Removal or substitution of any **materials and goods**

3.2.9 Protection of the **works**

3.2.10 Making good physical loss and repairing damage to the **works** [23.2.2]

3.2.11 Rectification of **defects** [21.2]

3.2.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

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3.2.13 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**

4. Mechanical engineer

4.1 Duties [6.2] :

The mechanical engineer is responsible for all aspects of mechanical engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the mechanical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

4.2 **Contract instructions** [6.2; 17.1] :

- 4.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement
- 4.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
- 4.2.3 Compliance with the **law**, regulations and bylaws [2.1]
- 4.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**
- 4.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]
- 4.2.6 Removal or re-execution of work
- 4.2.7 Removal or substitution of any **materials and goods**
- 4.2.8 Protection of the **works**
- 4.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]
- 4.2.10 Rectification of **defects** [21.2]

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4.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**

4.2.12 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**

5. Electrical/Electronics engineer

5.1 Duties [6.2] :

The electrical engineer is responsible for all aspects of electrical and electronics engineering design and quality inspection of the **works** and, where appointed by the **employer** for quantity surveying services in respect of the electrical installations, for all measurements, valuations, financial assessments and all other quantity surveying and cost control functions

5.2 **Contract instructions** [6.2; 17.1] :

5.2.1 Rectification of discrepancies, errors in description or quantity or omission of items in the **agreement** other than in the **JBCC** Principal Building Agreement

5.2.2 Alteration to design, standards or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**

5.2.3 Compliance with the **law**, regulations and bylaws [2.1]

5.2.4 Provision and testing of samples of **materials and goods** and/or of finishes and assemblies of elements of the **works**

5.2.5 Opening up of work for inspection, removal or re-execution [23.2.4; 26.4.2]

5.2.6 Removal or re-execution of work

5.2.7 Removal or substitution of any **materials and goods**

5.2.8 Protection of the **works**

5.2.9 Making good physical loss and repairing damage to the **works** [23.2.2]

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- 5.2.10 Rectification of **defects** [21.2]
- 5.2.11 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion**, a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
- 5.2.12 Expenditure of **budgetary allowances, prime cost amounts** and **provisional sums**

6. Health and safety consultant

6.1 Duties [6.2] :

The health and safety consultant is responsible for all aspects of health and safety of the **works**. Without derogating from the generality thereof, the health and safety consultant will perform the following specific functions and duties in respect of the health and safety aspects of the **works**. He shall:

- 6.1.1 Act as the **employer's agent** in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended
- 6.1.2 Prepare and update the health and safety specification for the **works**
- 6.1.3 Agree with the **contractor** the health and safety plan for the **works**
- 6.1.4 Carry out regular audits to ensure adherence to the safety plan and compliance with the act and regulations
- 6.1.5 Stop the execution of the **works** where the agreed specification or plan is not adhered to

F:..... V:..... T:.....

Item

7 Clause 7.0 - Design responsibility

F:..... V:..... T:.....

Item

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Insurances and securities (A8-A11)

8 Clause 8.0 - **Works risk**
 F:..... V:..... T:.....

Item

9 Clause 9.0 - Indemnities
 F:..... V:..... T:.....

Item

10 Clause 10.0 - Insurances
 Clause 10.1.1 - Contracts Works Insurance
 'the contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 120% of the contract amount
 Clause 10.1.2 - Supplementary Insurance
 Clause 10.1.3 - Public Liability Insurance
 Clause 10.1.4 - Removal of Lateral Support Insurance - N/A
 Clause 10.1.5 - Other Insurances - N/A
 F:..... V:..... T:.....

Item

11 Clause 11.0 - **Securities**
Clause 11.1 - Guarantee for construction
 The contractor shall provide to the employer a **guarantee for construction** within fifteen (15) working days of acceptance of the contractor's tender.
Clause 11.5 - Guarantee for payment
 The employer shall not provide to the contractor a **guarantee for payment**. The contractor shall waive his lien or right of continuing possession of the works [11.10]
Extension of waiver of lien
 The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10]
 F:..... V:..... T:.....

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Execution (A12 - A17)

12 Clause 12.0 - Obligations of the **parties**

Office accommodation

The **contractor** shall provide, maintain and remove on **practical completion** air conditioned office accommodation with suitable tables and chairs for meetings to be held on the **site**. Such offices shall be kept clean and fit for use at all times [12.2.18]

Notice board

The **contractor** shall erect in a position approved by the **principal agent**, maintain and remove on **practical completion** a notice board recommended by the South African Institute of Architects and as approved by the **principal agent** listing the names and logos of the **employer**, the **contractor** and the professional consultants. No subcontractor or supplier notice boards may be erected unless permission is granted by the **principal agent** for such notice boards to be erected [12.2.18]

Statutory and other notices

The **contractor** shall submit and/or comply with all statutory and other notices that may be required by any local or other authority in order not to cause any delay to the commencement of the **works** by the **contractor**. The **contractor** shall pay all deposits or fees in this regard

It is, however, specifically recorded that the **employer** shall be responsible for the timeous approval of building plans by any local or other authorities and the payment of any fees or charges related thereto

F:..... V:..... T:.....

Item

13 Clause 13.0 - Setting out

F:..... V:..... T:.....

Item

14 Clause 14.0 - Nominated **subcontractors**

F:..... V:..... T:.....

Item

15 Clause 15.0 - Selected **subcontractors**

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21 Clause 21.0 - **Defects** liability period and **final completion**
 A 2.5% retention shall apply. The maintenance period shall be 12 months.

F:..... V:..... T:.....

Item

22 Clause 22.0 - **Latent defects** liability period

F:..... V:..... T:.....

Item

23 Clause 23.0 - Revision of the date for **practical completion**

Substitution of materials and goods

The removal or substitution of any **materials and goods** which do not conform to the specification or the **contract drawings** shall not constitute grounds for the extension of the **construction period** nor for the adjustment of the **contract value** [17.1.8; 23.1 & 2]

F:..... V:..... T:.....

Item

24 Clause 24.0 - **Penalty** for late or non-completion

F:..... V:..... T:.....

Item

Payment (A25 - A27)

25 Clause 25.0 - Payment

Prices submitted

Where prices are submitted by the **contractor** or **subcontractor** during the progress of the **works** in respect of **contract instructions** or in regard to a claim under the terms of this **agreement** and notwithstanding the fact that such prices may be used in an interim **payment certificate**, there is to be no presumption of acceptance. Should the **principal agent** wish to accept any such prices prior to the issue of the **certificate of final completion**, it shall be in writing

Clause 25 amended to read 'The employer shall pay to the contractor the amount certified in interim payment certificate within thirty (30) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date'

Materials and goods stored off site shall not be included in the amount authorised for payment unless the requirements for an Advanced Payment Guarantee are met

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F:..... V:..... T:.....

26 Clause 26.0 - Adjustment of the **contract value** and **final account**

Fluctuations in costs

All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the **contractor** [26.9.5]

Tenant installation/user requirements delayed

There is a possibility that certain works related to tenant installation/user requirements may have to be delayed and may consequently not be executed prior to **practical completion**

Should the **contractor** be instructed to do so he shall execute this work under the conditions pertaining to this **agreement** on the basis that a separate amount for **preliminaries** appurtenant to this work (if applicable) is agreed to between the **contractor** and the **principal agent** and on condition that instruction to proceed with such work is given to him within a period of three (3) calendar months after the date of **practical completion** of the **works**

The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be considered

The **employer** reserves the right to omit such work without compensation to the **contractor** for loss of profit or any other loss which the **contractor** may suffer as a result of such omission

Cost of claims

All costs incurred by the **contractor** in the preparation of claims shall be borne by the **contractor**. This provision shall not preclude an adjudicator or an arbitrator appointed in terms of this **agreement** [30.6 & 7] from making a determination on costs

Claims from subcontractors

The **contractor** shall review, assess and adjudicate any claims received by him from any **subcontractor** and thereafter submit same to the **principal agent** with a recommendation in order to assist the **principal agent** in adjudicating the claim [26.6]

F:..... V:..... T:.....

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27 Clause 27.0 - Recovery of expense and/or loss
F:..... V:..... T:.....

Item

Suspension and termination (A28 - A29)

28 Clause 28.0 - Suspension by the **contractor**
F:..... V:..... T:.....

Item

29 Clause 29.0 - Termination
F:..... V:..... T:.....

Item

Dispute resolution (A30)

30 Clause 30.0 - Dispute resolution
F:..... V:..... T:.....

Item

31 **Agreement**

The required information of the **parties** and the amount of the **contract sum** shall be inserted in the **agreement** for signature of the **agrees** by the **parties**

F:..... V:..... T:.....

Item

32 **Contract data**

Tenderer's selections

Before submission of his tender the **contractor** is to complete the tenderer's selections in the **contract data**

F:..... V:..... T:.....

Item

SECTION B: GENERAL PRELIMINARIES

Definitions and interpretation (B1)

33 Clause 1.1 - Definitions
F:..... V:..... T:.....

Item

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34 Clause 1.2 - Interpretation
F:..... V:..... T:.....

Item

Documents (B2)

35 Clause 2.1 - Checking of documents
F:..... V:..... T:.....

Item

36 Clause 2.2 - Provisional **bills of quantities**

Multiple procurement

These bills of quantities are provisionally measured.

F:..... V:..... T:.....

Item

37 Clause 2.3 - Availability of **construction information**

F:..... V:..... T:.....

Item

38 Clause 2.4 - Ordering of **materials and goods**

F:..... V:..... T:.....

Item

Previous work and adjoining properties (B3)

39 Clause 3.1 - Previous work - dimensional accuracy

F:..... V:..... T:.....

Item

40 Clause 3.2 - Previous work - **defects**

F:..... V:..... T:.....

Item

41 Clause 3.3 - Inspection of adjoining properties

F:..... V:..... T:.....

Item

The site (B4)

42 Clause 4.1 - Handover of **site** in stages

F:..... V:..... T:.....

Item

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43 Clause 4.2 - Enclosure of the **works**
 Hoarding will be required to isolate areas; this hoarding has been allowed for in the Bills of Quantities.
 F:..... V:..... T:.....

Item

44 Clause 4.3 - Geotechnical and other investigations
 F:..... V:..... T:.....

Item

45 Clause 4.4 - Encroachments
 The contractor shall notify the principal agent if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachment
 F:..... V:..... T:.....

Item

46 Clause 4.5 - Existing premises occupied
 F:..... V:..... T:.....

Item

47 Clause 4.6 - Services - known
 F:..... V:..... T:.....

Item

Management of contract (B5)

48 Clause 5.1 - Management of the **works**
 F:..... V:..... T:.....

Item

49 Clause 5.2 - Progress meetings
 F:..... V:..... T:.....

Item

50 Clause 5.3 - Technical meetings
 F:..... V:..... T:.....

Item

Samples, shop drawings and manufacturer's instructions (B6)

51 Clause 6.1 - Samples of materials
 F:..... V:..... T:.....

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52 Clause 6.2 - Workmanship samples
 F:..... V:..... T:.....

Item

53 Clause 6.3 - Shop drawings
 F:..... V:..... T:.....

Item

54 Clause 6.4 - Compliance with manufacturer's instructions
 F:..... V:..... T:.....

Item

Deposits and fees (B7)

55 Clause 7.1 - Deposits and fees
 F:..... V:..... T:.....

Item

Temporary services (B8)

56 Clause 8.1 - Water
 F:..... V:..... T:.....

Item

57 Clause 8.2 - Electricity
 F:..... V:..... T:.....

Item

58 Clause 8.3 - Ablution and welfare facilities

 Clause 8.3 - Ablution and welfare facilities in compliance to the provisions of the Construction Regulations 2014 issued in terms of the Occupational Health and Safety Act, 1993 as amended: Section (30):
 Sub-section (1)(a) - Shower facilities after consultation with the employees or the employees representatives, or at least one shower facility for every 15 persons;
 Sub-section (1)(b) - at least one sanitary facility for each sex and for every 30 workers;
 Sub-section (1)(c) - changing facilities for each sex and
 Sub-section (1)(d) - sheltered eating areas

 F:..... V:..... T:.....

Item

59 Clause 8.4 - Communication facilities
 F:..... V:..... T:.....

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Prime cost amounts (B9)

60 Clause 9.1 - Prime cost amounts

F:..... V:..... T:.....

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Attendance on subcontractors (B10)

61 Clause 10.1 - General attendance

F:..... V:..... T:.....

Item

62 Clause 10.2 - Special attendance

F:..... V:..... T:.....

Item

General (B11)

63 Clause 11.1 - Protection of the **works**

F:..... V:..... T:.....

Item

64 Clause 11.2 - Protection/isolation of existing **works** and **works**
occupied in **sections**

F:..... V:..... T:.....

Item

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65 Clause 11.3 - Security of the **works**

The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the right being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the PA. The contractor shall comply with the employers rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.

The Contractor will be responsible for ensuring the security and protection of all material, hand tools, power tools, plant, equipment, machinery, etc. stored on the site.

The Contractor will be required to make arrangements with the Employer, through the Principal Agent, for the use of and reimbursement for the security measures currently in force and operational on the site

F:..... V:..... T:.....

Item

66 Clause 11.4 - Notice before covering work

F:..... V:..... T:.....

Item

67 Clause 11.5 - Disturbance

Disturbance

All work is to be carried out in such a manner as to cause no unacceptable or unreasonable dust, noise, vibrations, nuisance, inconvenience, annoyance and the like to the public, others, other properties and traffic in so far as they exceed the permissible limitations set by government legislation or by the local authority. Any delays, stoppages and the like arising from or in order to comply with the above will not constitute grounds for an adjustment to the **construction period or contract value** whatsoever

F:..... V:..... T:.....

Item

68 Clause 11.6 - Environmental disturbance

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Controlling all forms of pollution

The **contractor** shall be responsible for and take all precautions in controlling by whatever means necessary all forms of pollution emanating from the **site** during the **construction period** due inter alia to noise, artificial light, wind-blown sand, dust, deposits of mud, etc.

The **contractor** is to ensure that all roads which border the **site** and are used by the **contractor** during the execution of the **works** are kept clean and free of any dirt or debris caused by the execution of the **works**

F:..... V:..... T:.....

Item

69 Clause 11.7 - **Works** cleaning and clearing

F:..... V:..... T:.....

Item

70 Clause 11.8 - Vermin

F:..... V:..... T:.....

Item

71 Clause 11.9 - Overhand work

F:..... V:..... T:.....

Item

72 Clause 11.10 - Tenant installations

F:..... V:..... T:.....

Item

73 Clause 11.11 - Advertising

F:..... V:..... T:.....

Item

SECTION C: SPECIFIC PRELIMINARIES

74 Warranties for materials and workmanship

Where warranties for materials and/or workmanship are called for, the **contractor** shall obtain a written warranty, addressed to the **employer**, from the entity supplying the materials and/or executing the work and shall deliver same to the **principal agent** on **final completion** of the contract

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The warranty shall state that workmanship, materials and installation are warranted for a specific period from the date of **practical completion** and that any **defects** that may arise during the specified period shall be made good at the expense of the entity supplying the materials and/or doing the work, upon written **notice** to do so

The warranty will not be enforced if the work is damaged by **defects** in the execution of the **works**, in which case the responsibility for replacement shall rest entirely with the **contractor**

F:..... V:..... T:.....

Item

75 Overtime

Should overtime be required to be worked for any reason whatsoever, the cost of such overtime is to be borne by the **contractor** unless the **principal agent** has specifically authorised, prior to execution thereof, that costs for such overtime are to be borne by the **employer**

F:..... V:..... T:.....

Item

76 Cooperation of the **contractor** for cost management

It is specifically agreed that the **contractor** accepts the obligation of assisting the **principal agent** in implementing proper cost management. The **contractor** will be advised by the **principal agent** of all cost management procedures which will be implemented to ensure that the **contract value** does not exceed the budget

F:..... V:..... T:.....

Item

77 Health and safety

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Without limiting the generality of the provisions of clause 2.0, the contractor's attention is drawn to the provisions of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993 as amended. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price the Pricing schedule for Health, Safety and Environment as per the pricing schedule included in Bill No. 2 as part of the Preliminaries Section.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and under Bill No. 2 and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

The **contractor** shall:

1. Comply with the health and safety specification for the **works**
2. Prepare and agree with the health and safety consultant the health and safety plan for the **works**
3. Cooperate with the health and safety consultant in all respects
4. Manage the compliance of all subcontractors with the regulations and with the health and safety plan and specification
5. Conform to the conditions contained in the **employer's** health and safety specification

F:..... V:..... T:.....

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78 Reporting by the Contractor

The **Contractor** is required to complete a **CONTRACTOR MONTHLY REPORT** which is to be submitted together with the **Contractor's** payment claim.

Payment of the **Contractor** is conditional on this information being accurate and timeously provided.

Payment shall be subject to the **Employer** giving the **Contractor** a tax invoice for the amount due.

The **Contractor** is to take note of the following requirements -

At the bottom of the **CONTRACTOR MONTHLY REPORT**, the **Site Agent, Clerk of Works, CLO** or **Contractor** must sign the document as proof that the people indicated have worked the number of days.

F:..... V:..... T:.....

Item

79 Advertising rights

The **employer** may elect to contract with advertising agencies for the erection of advertising hoardings, banners, wraps or the like for the duration of the contract. The **contractor** shall not prevent such an arrangement and will assist in the facilitation of same. The position and type of advertising structure to be agreed with the **principal agent** so as not to hinder the **contractor** in meeting his obligations under this **agreement**

F:..... V:..... T:.....

Item

80 Confidentiality

The **contractor** undertakes to maintain in confidence any and all information regarding this project and shall obtain appropriate similar undertakings from all **subcontractors** and suppliers. Such information shall not be used in any way except in connection with the execution of the **works**

No information regarding this project shall be published or disclosed without the prior written consent of the **employer**

F:..... V:..... T:.....

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81 Media releases

All rights of publication of articles in the media, together with any advertising relating thereto or in any way connected with this project, shall vest with the **employer**

The **contractor** together with his **subcontractors** shall not, without the prior written consent of the **employer**, cause any statement or advertisement connected with this project to be printed, screened or aired by the media

F:..... V:..... T:.....

Item

82 Socio-Economic Deliverables

The Tenderer must allow for **all costs** (including any profit or attendance) associated with the administration, appointment, training and/or payment of the CLO, Built Environment Interns, Training of Local Labour, Students, Steering Committee Members, SMMENTor **as applicable in this tender document (refer PROVISIONAL SUMS section)**. No additional claims in this regard shall be entertained.

F:..... V:..... T:.....

Item

SUMMARY OF CATEGORIES

Category : Fixed R.....

Category : Value R.....

Category : Time R.....

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SECTION No. 1: PRELIMINARIES

BILL NO. 2 HEALTH AND SAFETY

SUPPLEMENTARY PREAMBLES

Supplementary preambles and/or specifications are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles and/or specifications shall take precedence over the provisions of the General Preambles.

The contractor's prices for all items throughout these bills of quantities shall take account of and include where applicable for all of the obligations, requirements and specifications given in the General Preambles and in any supplementary preambles and/or specifications.

Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 Of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications including any latest amendments.

The items in this Bill do not contain quantities hence the Contractor must insert his own allowances based on his individual requirements to comply with the Health and Safety obligations and demands of the Occupational Health and Safety Act No. 85 of 1993, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety Specifications issued as part of this Tender Document.

The costs included herein must incorporate Community Liaison Officer (CLO), Built Environment Interns, Students and SMME mentor employed on the site as applicable to this Tender as per the Provisional Sums section.

OCCUPATIONAL HEALTH AND SAFETY

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HEALTH AND SAFETY

General:

1 One full time Construction Health and Safety Officer or Manager (CHSO/M) with SACPCMP with 5 or more years working experience

Full time attendance on site of a SACPCMP-registered CHSO/M from the start of construction until the end of project handover and provisions of telecommunications.

Item

2 Provision for Health and Safety Management Plans and File aligned with project specifications

Item

3 Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals

Item

4 Medical certificates of fitness.

Medical examination of all employees and certification of fitness for Pre-employment is required.

Medical examination of all employees and certification of fitness for Exit-employment is required.

Allow for annual medicals for employees if the project duration is more than 12 months.

Item

5 Emergency Equipment based on the risk exposure and emergency rescue. stretchers, neck brace, first aid kits, fire fighting equipment.

Item

6 Competent inspectors for equipment such as examples scaffolding inspectors and lifting machine inspector.

Item

7 Mandatory training such as risk assessments, legal liability/OHS Act, awareness, first aid incident investigation.

Item

Provide, supply and maintenance for each worker the following SANS approved personal protective equipment & clothing as per the site-specific risk assessments:

8 Hard hats (High density polyethylene with 6 point lining)

Item

9 Overall/work suits (100% Cotton)

Item

10 Reflective vests with visible marking of contractor and proof of induction

Item

11 Safety boots/shoes (Steel-Toe)

Item

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12	Ear Plugs/Muffs	Item
13	Dust Mask FFP2	Item
14	Safety goggles	Item
15	Safety gloves	Item
16	Respirators	Item
17	Safety harness	Item
18	Permit board	Item
19	Barricading and hoarding for fall arrest, SANS approved safety netting (orange colour with minimum of 1,2 meters high)	Item
20	Personal fall arrest and rescue equipment with and including lifelines and associated equipment	Item
21	Temporary handrails, toe boards other than for access to scaffolding	Item
22	Construction information, warning signage, posters	Item
23	Allow for fire extinguishers and fire fighting equipment	Item
24	Safe lifting equipment for lifting and lowering pipes, lifting tackles and slings	Item
25	Allow for provision of telecommunication facilities for the appointed OHS officer	Item
26	Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site	Item
27	Allow for provision of Basic medical Preparedness and Response equipment & at least Level 2 First Aider/s	Item
	<u>Environmental:</u>	
28	Dust control measure for the prevention of dust nuisance. Buildings that are partial decanted. Hoarding to be provided for dust control. Hoarding to extend into the ceiling of the buildings.	Item
29	Provision for spill kits, drip trays	Item

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- 30 Housekeeping – provide for the waste bins, safe collection and disposal of waste material from site by an approved method
 - (a) Air monitoring
 - (b) Analysing Samples
 - (c) Test on Workers

Disease Awareness Education:

- 31 Principal contractor's time related obligations in respect of the Disease Management

Item

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HEALTH AND SAFETY

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SECTION NO. 2

Building works

	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>Building works</u>				
<u>BILL NO. 1</u>				
<u>ALTERATIONS</u>				
<u>REMOVAL OF EXISTING WORK</u>				
<u>Taking out and removing doors, windows, etc from brickwork to be demolished</u>				
1	No.	4		
Timber single door and frame not exceeding 2,5m ² . CL 4				
<u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u>				
2	m ²	424		
Corrugated sheet steel roof covering and timber purlins CL 424				
3	m ²	456		
Gypsum plasterboard ceilings, including cornices, timber brandering, etc CL 456				
4	m	87		
Fibre cement fascia boards and barge boards, etc. CL 87				
<u>Taking down and removing selected roof trusses:</u>				
<u>Taking out and removing ironmongery</u>				
5	No.	4		
Mortice lockset from timber door. CL 4				
<u>Taking out/off and removing glass and mirrors</u>				
6	m ²	60		
Glass from steel windows, including cleaning out rebates and preparing for new glass CL 60				
<u>SERVICING EXISTING STEEL WINDOWS AND DOORS</u>				
7	No.	20		
Inspection, servicing and repairs of existing steel windows in various sizes including replacing of putty, bent hinges on windows, glazing to window panes and installation of window pegs and touch up with cold galvanizing primer on areas welded. CL 20				
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Alterations				
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>Building works</u>				
<u>BILL NO. 6</u>				
<u>CARPENTRY AND JOINERY</u>				
<u>ROOFS, ETC</u>				
<u>Wrought softwood grade 4</u>				
1	m	360		
2	m	360		
<u>Wrought meranti doors:</u>				
3	No.	4		
4	m	4		
<u>SEMI SOLID CORE FLUSH DOORS</u>				
<u>FRAMED FRAMES ETC</u>				
<u>Wrought meranti:</u>				
5	m	16		
<u>BEADS, ARCHITRAVES, ETC</u>				
6	m	20		
7	m	20		
<u>FRAMED DOORS ETC</u>				
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	Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>				
<u>Building works</u>				
<u>BILL NO. 7</u>				
<u>CEILING PARTITION AND ACCESS FLOORING</u>				
<u>CEILING CONSTRUCTION, CORNICES, ETC.</u>				
<u>6.4mm "Rhino or similar approved product" gypsum plasterboard fixed butt jointed to branderling with wrot softwood cover strips:</u>				
1				
	m ²	294		
CL 294				
2				
	No.	5		
CL 294				
3				
	m	124		
CL 124				
<u>INSULATION</u>				
<u>"Sisalation 420 or similar approved product" heavy industrial grade aluminium foil based insulation:</u>				
4				
	m ²	294		
CL 294				
Carried To Section Summary				
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Bill No. 7				
Ceiling Partition And Access Flooring				
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		Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>Building works</u> <u>BILL NO. 8</u> <u>FLOOR COVERINGS</u> <u>VINYL FLOOR COVERINGS, WALL LININGS, ETC.</u> <u>POLISH, SEALERS, ETC</u> <u>Polish, sealers, etc:</u></p>					
1	3 coats wax polish on vinyl flooring. CL 240	m ²	240		
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Section No. 2 Bill No. 8 Floor Coverings					

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>Building works</u>					
<u>BILL NO. 9</u>					
<u>IRONMONGERY</u>					
<u>HINGES, BOLTS, ETC</u>					
<u>Union or similar approved product:</u>					
1	100mm Brass hinge with bronze washers CL 12	No.	12		
<u>LOCKS</u>					
<u>Union or Similar Approved Product:</u>					
2	"Union CZ 682-24-77CH" three lever mortice lockset with striking plate fixed to timber and approved chromium plated handles. CL 4	No.	4		
<u>LETTERS, NAMEPLATES, ETC.</u>					
<u>Union or Similar Approved Product:</u>					
3	Door number with one numeral 50mm drilled and screwed to door with chromium plated dome headed screws. CL 4	No.	4		
<u>SUNDRIES</u>					
<u>Key ring</u>					
4	20 mm Diameter chromium plated key ring with and including plastic keytag. CL 4	No.	4		
<u>Union:</u>					
5	38mm Diameter rubber door stop. CL 4	No.	4		
Carried To Section Summary					R
Section No. 2					
Bill No. 9					
Ironmongery					

		Unit	Quantity	Rate	Amount
<u>SECTION NO. 2</u>					
<u>Building works</u>					
<u>BILL NO. 10</u>					
<u>PLUMBING AND DRAINAGE</u>					
<u>RAINWATER DISPOSAL</u>					
<u>Seamless aluminium gutters with PVF Coating:</u>					
1	150 x 125 x 0.8mm industrial OGEE eaves gutter fixed to falls on and including aluminium gutter brackets spaced not exceeding 0.5m centres.	m	72		
	CL 72				
2	Extra over eaves gutter for stopped end.	No.	4		
	CL 4				
3	Extra over eaves gutter for stopped angle.	No.	4		
	CL 4				
4	Extra over eaves gutter for outlet for 80mm pipe.	No.	4		
	CL 4				
5	100 x 80mm Diameter Watertight Aluminium rainwater pipes fixed to wall with metal brackets.	m	19		
	CL 19				
6	Extra over 80mm Diameter rainwater pipes for shoe.	No.	4		
	CL 4				
7	Extra over 80mm Diameter rainwater pipe for eaves or plinth offset 600mm projection formed of two bends and short length of socketed pipe.	No.	2		
	CL 2				
8	Extra over 80mm Diameter rainwater pipe for eaves or plinth offset 1200mm projection formed of two bends and short length of socketed pipe.	No.	2		
	CL 2				
<u>FIRE APPLIANCES</u>					
9	4,5 Kg DCP fire extinguisher.	No.	2		
	CL 2				
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Bill No. 10					
Plumbing And Drainage					
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	Unit	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u> <u>Building works</u> <u>BILL NO. 11</u> <u>GLAZING</u> <u>GLAZING TO STEEL WITH PUTTY</u> <u>4 mm Laminated Safety glass:</u></p>				
1	m ²	60		
<p>Panes exceeding 0.1m2 and not exceeding 0.5m2. CL 60</p>				
<p>Carried To Section Summary</p>			R	
<p>Section No. 2 Bill No. 11 Glazing</p>				

		Unit	Quantity	Rate	Amount
<u>ON WOOD</u>					
<u>Prepare surface and apply one coat wood primer:</u>					
8	On backs of timber frames not exceeding 300mm girth. CL 20	m	20		
<u>Stop, sand down and prepare wood surfaces and apply one coat 'Pinkwood Primer' and one coat 'Universal Undercoat' and two coats 'Gloss enamel' paint:</u>					
9	On doors. CL 13	m ²	13		
10	On door frames. CL 8	m ²	8		
11	On general surfaces of timbers at eaves. CL 18	m ²	18		
12	On skirtings, rails, etc not exceeding 300 mm girth. CL 124	m	124		
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Building works

SECTION SUMMARY

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6	CARPENTRY AND JOINERY	2-4
7	CEILING PARTITION AND ACCESS FLOORING	2-5
8	FLOOR COVERINGS	2-6
9	IRONMONGERY	2-7
10	PLUMBING AND DRAINAGE	2-8
11	GLAZING	2-9
12	PAINT WORK	2-12

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SECTION SUMMARY

SECTION NO. 3

Decanting

	Unit	Quantity	Rate	Amount
<p>All materials, workmanship, etc. are to be of the highest quality and must comply with the relevant SANS 10400 specification etc. and the Specification of Materials and Methods used (PW371), which is obtainable from the Department of Public Works, and shall be read in conjunction with the Bills of Quantities and shall be referred to for the full descriptions of work to be done and materials to be used.</p>				
<p>Section No. 3 Bill No. 11 External Works</p>			<p>Carried to Collection</p>	<p>R</p>

	Unit	Quantity	Rate	Amount
<p><u>The structure must comply with all municipal, and fire regulations, etc and it is the responsibility of the contractor to comply with these regulations.</u></p> <p><u>The contractor must issue a certified copy of Agreement SA Certificate and all other SANS approval tests.</u></p> <p><u>On completion of the project, the manufacturer must issue to the Employer a Competent Person Structures Certificate confirming that the building has been inspected and complies with the Agreement Certificate together with that of the Manufacturers Specifications, and is Structurally Safe.</u></p> <p><u>Provision must be made for electrical conduiting within walls.</u></p> <p><u>Thermally insulated prefabricated module unit buildings:</u></p> <p><u>The unit is to be formed of panels with a fire rating conforming to B2 of DIN4102. The unit is to have a maximum thermal conductivity U-value of 0.6 for both roof and wall elements. The unit is to be decorated externally in a white reflective medium. The Tenderer will be required to submit with his tender the physical dimensions of the unit, to assist in the determination of their suitability for the purpose intended. Submission of a tender will be construed as indicating that the Tenderer is in a position to produce evidence of compliance with the performance specifications set out above. The Tenderer is to allow for the supply, delivery and erection complete of standard modules at the specific site.</u></p> <p><u>The following minimum specifications are applicable and the Tenderer is to supply proof, with his tender submission, as to their compliance hereof: 1) Comply in all respects with the latest editions of the National Building Regulations and South African Bureau of Standards for specifications and materials used in their construction. In addition to the standard prefabricated units, The Tenderer is to include the following according to the Architects Drawings:</u></p> <p><u>1) External and Internal doors including SABS approved ironmongery 2) External Walls and full height partitioning to divide the modules into its rooms 3) Burglar bars over windows, 4) Rainwater guttering and downpipes, 5) Roof Construction,</u></p>				
<p>Section No. 3 Bill No. 11 External Works</p>			<p>Carried to Collection</p>	<p>R</p>

	Unit	Quantity	Rate	Amount
<p><u>6) Electrical installation according to Engineering Specifications, 7) Floor coverings and skirtings, 8) Chalkboards, 9) Pinning Boards, 10) Steps. The following are to be specifically excluded from the units: Teachers cupboards.</u></p> <p><u>The Tenderer will be required to submit with his tender a sketch plan, fully dimensioned, of the proposed layout incorporating the specification changes detailed above. The Tenderer is further required to submit, with his tender, a specification of materials to be used in the construction of the standard modular units.</u></p>				
2				
<p>Relocatable Three Classroom Prefabricated Building Structure size 23,250mm long x 8720mm wide x 2400mm high Complete inclusive of 1500mm eaves overhang necessary foundations, roof structure, roof coverings, eaves & rainwater goods, Aluminium windows, doors, ironmongery, glazing, internal floor finishes & floor coverings, chalkboards & pinning boards, Teacher's Cupboard, Electrical installation, etc. Structure to conform to the NHBRC and SANS standards</p>				
	No.	1		
3				
<p>Relocatable One Grade R Classroom Prefabricated Building Structure size 8,250mm long x 8720mm wide x 2400mm high Complete inclusive of 1500mm eaves overhang necessary foundations, roof structure, roof coverings, eaves & rainwater goods, Aluminium windows, doors, ironmongery, glazing, internal floor finishes & floor coverings, chalkboards & pinning boards, Teacher's Cupboard, Electrical installation, etc. Structure to conform to the NHBRC and SANS standards</p>				
	No.	1		
<p><u>SITE CLEARANCE, ETC.</u></p> <p><u>Site clearance, etc.:</u></p>				
4				
<p>Allow for clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffling up as required and cart away all vegetation and debris.(Labour Intensive).</p>				
	m ²	445		
<p><u>BULK EXCAVATION</u></p> <p><u>Open face excavation in earth over sloping site:</u></p>				
5				
<p>Strip average 150mm thick layer of topsoil and stockpile on site.</p>				
	m ²	134		
6				
<p>Open face excavation.</p>				
	m ³	132		
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	Unit	Quantity	Rate	Amount
<u>CARTING AWAY.</u>				
<u>Extra over all excavations for loading, carting and dumping surplus excavated material (no allowance made for increase in bulk):</u>				
7	Off site to a dumping site to be found by the Contractor.	m ³	94	
<u>EARTH FILLING, ETC.</u>				
8	Selected filling supplied and carted to site by Contractor in filling to void caused by removal of unsuitable material compacted to 93% Modified AASHTO density.	m ³	94	
<u>RAINWATER TANKS AND TANK STANDS</u>				
<u>Excavations in pickable material not exceeding 2m deep below natural or reduced ground level:</u>				
9	Excavate in earth for surface trenches not exceeding 2m deep. (Labour Intensive).	m ³	24	
<u>Extra over excavations in pickable material for column bases, trenches, lift pits, sumps, etc for excavation in :</u>				
10	Soft rock	m ³	2	
11	Hard rock	m ³	2	
<u>Risk of collapse:</u>				
12	Allow for risk of collapse not exceeding 1.5m	m ²	64	
<u>Keeping excavation free from water:</u>				
13	Keeping excavations free from water or mud.	Item		
<u>Filling, etc.</u>				
14	Approved clean, hard, dry filling obtained from excavations in backfilling to trenches, well consolidated and rammed (Labour Intensive).	m ³	24	
15	Filling of approved selected surplus material from excavations, spread, levelled, watered, consolidated and compacted under solid floors. (Measured nett-no allowance has been made for bulking) (Labour Intensive).	m ³	4	
16	Filling with approved material supplied and carted onto site by the Contractor, compacted to a density of at least 95% Mod. AASHTO maximum density under floors	m ³	4	
17	Scarify insitu material for a depth of 150mm and compact to obtain 93% Mod. AASHTO dry density under floors and pavings. (Labour Intensive).	m ²	4	
Carried to Collection			R	
Section No. 3				
Bill No. 11				
External Works				

	Unit	Quantity	Rate	Amount
<u>Cement concrete (20MPa) in:</u>				
18	m ³	2		
19	m ³	6		
<u>Finishing surfaces, etc</u>				
20	m ²	16		
<u>General Formwork:</u>				
21	m	32		
<u>Masonry</u>				
<u>The following in stock bricks in (5:1) cement mortar:</u>				
22	m ²	20		
23	m ²	24		
<u>Face brickwork</u>				
<u>Approved external face bricks (allow prime cost of R9 000.00 net per thousand bricks supplied and delivered to site and allow for labour, profit and waste) pointed with recessed horizontal and vertical joint :</u>				
24	m ²	20		
25	m ²	16		
<u>Ironmongery</u>				
<u>Locks, etc.</u>				
26	No.	4		
<u>Plumbing</u>				
<u>Tanks</u>				
27	No.	4		
28	No.	1		
Carried to Collection			R	
Section No. 3				
Bill No. 11				
External Works				

Amount

BILL NO. 11
EXTERNAL WORKS
COLLECTION

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Carried To Section Summary

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Section No. 3
Bill No. 11
External Works

Amount

SECTION NO. 3

Decanting

SECTION SUMMARY

Bill No.

11

EXTERNAL WORKS

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Carried to Final Summary

Section No. 3
SECTION SUMMARY

R

SECTION NO. 4

External Works

Amount

SECTION NO. 4

External Works

SECTION SUMMARY

Bill No.

2

EXTERNAL WORKS

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Carried to Final Summary

Section No. 4
SECTION SUMMARY

R

SECTION NO. 5
Provisional Sums

Amount

SECTION NO. 5

Provisional Sums

PROVISIONAL AMOUNTS

ELECTRICAL REPAIRS AND RETICULATION

The following nominated sun-contract amounts are for work to be carried out by nominated sub-contractors in terms of clause 20 of the Principal Building Agreement:

1	Provide the sum of R250, 000.00 (Two Hundred and Fifty Thousand Rands) nett for Electrical Repairs and Reticulation.	Item	250 000	00
2	Allow for profit.	Item	12 500	00
3	Allow for attendance.	Item	12 500	00

BUDGETARY ALLOWANCES

The following budgetary allowances are for work to be executed by the contractor:

COMMUNITY LIAISON OFFICER

4	Allow the sum of R24,000.00 (Twenty Four Thousand Rand) for Four Months Employment of a Community Liaison Officer	Item	24 000	00
5	Allow for attendance.	Item		

Carried to Final Summary

R

Section No. 5
 Bill No. 1
 Provisional Sums

Section No.	<u>FINAL SUMMARY</u>	Page	Amount
1	Preliminaries and General	28	
2	Building works	2-13	
3	Decanting	3-9	
4	External Works	4-3	
5	Provisional Sums	5-2	
	ADD: CONTINGENCES		
	Allow the amount of R100 000.00 for Contingencies		
	SubTotal excluding Value Added Tax		
	ADD VAT @ 15%:		
	Carried to Tender		
		R	
	FINAL SUMMARY		

REQUEST FOR INFORMATION	DEET- DISASTER AUGUST 2025																		
SCHOOL NAME	HAJI PS																		
CLEARLY DEFINE YOUR SCOPE OF WORKS:	<p>Block 1 - 4x Classroom :- Remove And Replace roof Sheeting- Remove and replace ceiling boards, repaint after treatment- Replace damaged barge boards- fix loose sections, realign gutters</p> <p>Block 2 - Mud Structure : Demolish and replace with 4x Classroom prefabs (1x for Grade R, 3x Classroom)</p>																		
DURATION OF CONTRACT	4 months																		
CIDB GRADING	<p>4GB</p> <p>Table 1: Tender Value Range Adjustments (TVR)</p> <table border="1"> <thead> <tr> <th>Grade</th> <th>Current (TVR)</th> <th>Proposed Adjustment (TVR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>200 000</td> <td>500 000</td> </tr> <tr> <td>2</td> <td>650 000</td> <td>1 000 000</td> </tr> <tr> <td>3</td> <td>2 000 000</td> <td>3 000 000</td> </tr> <tr> <td>4</td> <td>4 000 000</td> <td>6 000 000</td> </tr> <tr> <td>5</td> <td>6 500 000</td> <td>10 000 000</td> </tr> </tbody> </table>	Grade	Current (TVR)	Proposed Adjustment (TVR)	1	200 000	500 000	2	650 000	1 000 000	3	2 000 000	3 000 000	4	4 000 000	6 000 000	5	6 500 000	10 000 000
Grade	Current (TVR)	Proposed Adjustment (TVR)																	
1	200 000	500 000																	
2	650 000	1 000 000																	
3	2 000 000	3 000 000																	
4	4 000 000	6 000 000																	
5	6 500 000	10 000 000																	

Part 6: Site Information

C4 Site Information

**C4: SITE INFORMATION - JBCC 2000 PRINCIPAL BUILDING
AGREEMENT (Edition 6.2 of May 2018)**

Project title:	APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS AND RENOVATIONS FOR STORM DAMAGE AT HAJI SENIOR PRIMARY SCHOOL ON BEHALF OF THE EASTERN CAPE DEPARTMENT OF EDUCATION-CLUSTER 5
Request for RFQ No:	DEET-ECDOE/DIS/16/2024-25

C4 Site Information – Existing operational education facilities

GPS CO-ORDINATES	
GIS_Longitude	GIS_Latitude
28.89297870	-31.94079970

1. GROUND CONDITIONS

Geotech information not available. This is an existing site.

2. UNDERGROUND SERVICES

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

3. ADJACENT BUILDINGS

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

4. ENVIRONMENTAL ISSUES

None

C5 Drawings- NOT APPLICABLE

