



ORBIT TVET COLLEGE

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Bid Number: M03/2021

Optional Briefing/Site Inspection Meeting:

Time: 11:00AM on 13-May-21

Venue: ORBIT TVET College, Parking Area Mankwe Campus

Bid Closing Time/Date

Time: 11:00AM on 4-Jun-21

Venue: ORBIT TVET COLLEGE, Corporate Centre, Security Gate (Office), C/O Fatima Bhayat and Bosch Street, RUSTENBURG, 0300

Name of Bidder: _____

Contact Person: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

SARS Pin Number: _____ CSD Reg. Number: _____

Bid Price (15% VAT Incl.) _____

Bid Price in words _____



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Part T1.1 Tender Notice and Invitation to Tender

The ORBIT TVET COLLEGE, Central Corporate Office invites tenders for the repairs to the covered walkaway canopy links at the ORBIT TVET College-Mankwe Campus, Mogwase, North-West.

It is estimated that tenderers should have a CIDB contractor grading designation of 3CE or Higher.

Only tenderers having a minimum B-BBEE status level 4 -1 are invited to tender (An original valid or certified copy of B-BBEE certificate must be submitted together with the tender document). Preference point scoring system will be based on the B-BBEE contributor level as determined from submitted verified B-BBEE certificate or letter from an accounting officer if the annual declared turnover amount of the firm is less than R5 million, have a specific CIDB Contractor Grading Designation, are SMME's or have a head office in the North West Province.

The successful tenderer will be required in consultation with Client/PA/PM/Contractor to subcontract a minimum of 30% of the contract to exempted micro enterprises (EME's) and/or qualifying small business enterprises (QSE's) this to be as per the need and availability/lack of internal subbies and to be in accordance with the preferential Procurement Regulations, 2017 published on 20 January 2017

Only tenderers who can demonstrate that they will have in their employ staff which satisfy EPWP requirements during the contract validity are eligible to submit tenders, this clause will be determined by and agreed with the client if the requirements are met prior appointment or usage thereof.

The physical address for collection of tender documents is:

The ORBIT TVET COLLEGE
Central Office
C/O Fatima Bhayat and Bosch Street
RUSTENBURG
0300

• Documents must be downloaded from the National Treasury website, www.etenders.gov.za or College website, www.orbitcollege.co.za

printed documents may be collected only when the websites are not working and from Monday to Thursday between 08:00 to 15H00 and on Fridays between 08:00 and 13H00 at a non-refundable fee of R200.00 deposited at ABSA Bank, Account no. 4056719229, Branch 632005, Reference no: Company Name

Administration related queries may be addressed to **Mr. K. Metsileng** at kmetsileng@orbitcollege.co.za and Technical related issues may be directed to **Mr Albert Merementsi** at amerementsi@orbitcollege.co.za

A non-compulsory clarification meeting with representatives of the Employer will take place as per the tender advertisement.

The closing time for receipt of tenders is as per the tender advertisement.

Telegraphic, telephonic, telex, facsimile, electronic and/or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



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Part T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement of July 2015 and as amended from time to time. (See www.cidb.org.za).

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

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

The additional conditions of tender are:

- F.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.
- F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.3.13.3** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Clause number	Tender Data
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F.1.1	The employer is the ORBIT TVET COLLEGE, Corporate Centre, Security Gate (Office)
F.1.2	<p>The Tender Documents issued by the employer comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of Work</p> <p>Part C4: Site information</p> <p>C4 - Site Information</p>
F1.4	<p>The employer's Agent is :</p> <p>Name: N/A</p>
F.2	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirements of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders.
F.2	The successful tenderer will in consultation with the Client/PA/PM/Contractor sub contract should the need arise a minimum of 30% of the contract value to exempted micro enterprises (EME's) and/or qualifying small business enterprises (QSE's) which are at least 51% owned by black people, in accordance with the Preferential Procurement Regulations, 2017, published on 20 January 2017 in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)
F2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 3CE or Higher class of construction work and to coincide with the proposed tender advertisement, are eligible to have their tenders evaluated.
F.2.2	<p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the 3CE or Higher class of construction work; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CE or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.2	Compensation of tendering

	Accept that the employer will not compensate the proposer for any costs incurred in the preparation and submission of a proposal offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.7	There will be a compulsory clarification meeting The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
F.2.12	No alternative tender offers will be considered
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, and no copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Central Office, Security Gate Physical address: ORBIT TVET COLLEGE, C/O Fatima Bhayat & Bosch Street, RUSTENBURG Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
F.2.13.6 F.3.5	A two-envelope procedure will not be followed
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.15	Telegraphic, telephonic, telex, facsimile or electronic tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 days
F.2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access shall be provided for the following inspections, tests and analysis: Compaction tests, sonic pile testing and services commissioning
F.2.20	The tenderer is required to submit with his tender a valid letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document
F.2.23	The tenderer is required to submit with his tender a valid Tax Clearance Certificate and Pin Code in the name of the tendering entity as issued by the South African Revenue Services
F.3.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs
F.3.11	The procedure for the evaluation of responsive tenders is Method 2 <u>Method 2: Functionality, Price and Preference</u> 1) Score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data. 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score of 60% for functionality. 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below. The apportionment for the evaluation will be:

(a)	Financial offer	80%
(b)	Preference	20%

The score for financial offer is calculated using Formula 2 (Option 1) where the value of W₁ is:

80 where the financial value inclusive of VAT of all responsive tenders received have a value in less than R50 000 000 or

$$N_{FO} = W_1 \times A$$

Where N_{FO} = the number of tender evaluation points for financial offer

W_1 = the maximum possible number of tender evaluation points awarded for financial offer as stated in the Tender Data

A = a number calculated using formula 2 (Option 1) as stated in the Tender Data

The Formula and Option, as follows:

Formula 1: Highest price or discount

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where P_s = Points scored for comparative financial offer of the submission under consideration

P_t = Comparative financial offer of the submission under consideration

P_{min} = Comparative financial offer of lowest acceptable submission

The B-BBEE preference point scoring system will be based on the B-BBEE contributor level as determined from submitted verified B-BBEE certificate or letter from an accounting officer if the annual declared turnover amount of the firm is less than R5 million

Points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Up to 100 minus W₁ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.

IMPORTANT DATES

The anticipated timing of the project is as follows:

DESCRIPTION / ACTIVITY	DATE	TIME
------------------------	------	------

Non-Mandatory / Site Inspection Meeting	13-May-21	11:00
Tender Close	4-Jun-21	11:00
Contract awarded		
Project Completion		

MANDATORY REQUIREMENTS**SUBMITTED****NO. DESCRIPTIONS****YES NO**

1	Valid Original SARS Tax Clearance Certificate	<input type="checkbox"/>	<input type="checkbox"/>
2	Minimum Required CIDB Grading	<input type="checkbox"/>	<input type="checkbox"/>
3	Signed Attendance Register at Mandatory Tender Briefing/Site Inspection Meeting	<input type="checkbox"/>	<input type="checkbox"/>
4	Completed and Signed Compulsory Declaration of Interest (MBD4)	<input type="checkbox"/>	<input type="checkbox"/>
5	Authority of Lead partner to sign the documents for JV's (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>
6	Completed and Signed Form of Offer and Acceptance	<input type="checkbox"/>	<input type="checkbox"/>
7	Signed Letter of Intent to enter into Joint Venture, Consortium or to Sub-contract (where applicable)	<input type="checkbox"/>	<input type="checkbox"/>
8	Complete Bill of Quantities filled in clearly legible and in permanent Int	<input type="checkbox"/>	<input type="checkbox"/>
9	B-BBEE Status Level Certificate or for exemption a Letter from Accountant confirming most recent turnover / police affidavit	<input type="checkbox"/>	<input type="checkbox"/>
10	Copy of COIDA Letter	<input type="checkbox"/>	<input type="checkbox"/>
11	Health and Safety Plan	<input type="checkbox"/>	<input type="checkbox"/>
12	Construction of Guarantee / letter of Intent	<input type="checkbox"/>	<input type="checkbox"/>
13	Original Company Document/s - CK Documents	<input type="checkbox"/>	<input type="checkbox"/>
14	Proposed methodology of executing the works	<input type="checkbox"/>	<input type="checkbox"/>
15	Attached the companies organogramme of all personnels that will be involved with the executing of the project	<input type="checkbox"/>	<input type="checkbox"/>
16	Attached the programme of the works	<input type="checkbox"/>	<input type="checkbox"/>

NB: IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE MENTIONED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, YOUR BID WILL IMMEDIATELY BE DISQUALIFIED

F.3.11.3

The functionality criteria and maximum score in respect of each of the criteria are as follows:

Functionality**Weighting
Factor:**

	<p>1. COMPANY EXPERIENCE:</p> <p>Demonstrated experience of tendering entity with respect to Civil Works Construction</p> <p>5 Appointment letters and 5 corresponding completion certificates on the client letter head of successfully completed similar projects in Civil Works and building construction etc. = 30 points</p> <p>4 Appointment letters and 4 corresponding completion certificates on the client letter head of successfully completed similar projects in Civil Works and building construction etc. = 25 points</p> <p>3 Appointment letters and 3 corresponding completion certificates on the client letter head of successfully completed similar projects in Civil works and building construction etc. = 20 points</p> <p>2 Appointment letters and 2 corresponding completion certificates on the client letter head of successfully completed similar projects in Civil Works and building works construction etc. = 15 points</p>	30
	<p>1 Appointment letter and 1 corresponding completion certificate on the client letter head of successfully completed similar projects in Civil Works and building Construction etc. = 10 point</p> <p>No Appointment letters and corresponding completion certificates on the client letter head of successfully completed similar projects in Civil Works and building Construction, etc. = 0 Points</p>	
	<p>2. KEY STAFF REGISTRATIONS, QULIFICATIONS AND EXPERIENCE</p> <p>Key staff (assigned personnel) in relation to the scope of infrastructure construction works. Attach CV's with contactable references, certified copies of qualifications and certified professional registration (PR). Or similar approved</p> <p>Key Staff refers to the following :</p> <ul style="list-style-type: none"> • 1 Registered Construction Project Manager or Construction Manager - Certified Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) or similar approved • 1 Registered Structural/Civil Engineer - Certified Registration with the Engineering Council of South Africa (ECSA) or similar approved • 1 Health and Safety Officer/Health and Safety Manager/Health and Safety agent - Health and safety officer/ agent/ manager with Safety Management Certificate for Health & Safety Managers/Officers/Agents. • Site Foreman - No proof of professional registration required for Site Foreman <p>Attach CV of key site personnel with contactable references, proof of accredited built environment certified qualification and a certified professional registration (PR) for the below key staff.</p> <p>Professional Construction Project Manager or Construction Manager (10 points)</p> <ul style="list-style-type: none"> • 9 years or more experience with built environment projects (10 points) • 7-8 years' experience with built environment projects (8 points) • 5-6 years' experience with built environment projects (6 points) • 3-4 years' experience with built environment projects (4 points) • 1-2 years' experience with built environment projects (2 points) • Less than 1 year experience with built environment projects (0 points) <p>Professional Structural and Civil Engineering (10 points)</p> <ul style="list-style-type: none"> • 9 years or more experience with built environment projects (10 points) • 7-8 years' experience with built environment projects (8 points) • 5-6 years' experience with built environment projects (6 points) • 3-4 years' experience with built environment projects (4 points) 	40

	<ul style="list-style-type: none"> 1-2 years' experience with built environment projects (2 points) Less than 1 year experience with built environment projects (0 points) <p>Health & Safety Officer/Health & Safety Manager/Health & Safety Agent (10 points)</p> <ul style="list-style-type: none"> 9 years or more experience with built environment projects (10 points) 7-8 years' experience with built environment projects (8points) 5-6 years' experience with built environment projects (6 points) 3-4 years' experience with built environment projects (4 points) 1-2 years' experience with built environment projects (2 points) Less than 1 year experience with built environment projects (0 points) 																
	<p>Site Foreman (No Registration) (10 Points)</p> <p>With Qualifications in the built environment that meets the SAQA requirements - (NQF level 4 or higher Qualification in the built environment).</p> <ul style="list-style-type: none"> 9 years or more experience with built environment projects (10 points) 7-8 years' experience with built environment projects (8points) 5-6 years' experience with built environment projects (6 points) 3-4 years' experience with built environment projects (4 points) 1-2 years' experience with built environment projects (2 points) Less than 1 year experience with built environment projects (0 points) <p>Note: The professional team must include a Professional Project Manager or Construction Manager, Professional Structural/Civil Engineer, Health & Safety Manager and Site Foreman. The team will be deemed incomplete if not all the four key staff are not included. Therefore the bidder will forfeit points on key staff.</p>																
	<p>3. PROJECT PLAN</p> <table> <tr> <td>Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of less than 4 Months or 16 Weeks.</td><td>All documents are submitted</td><td>20 Points</td></tr> <tr> <td>Project plan with a clear critical path, realistic time frames, Key tasks, Sub tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.</td><td>Non submission of Cost projections</td><td>16 points</td></tr> <tr> <td>Project plan with a clear critical path, realistic time frames, Key tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.</td><td>Non submission of the following documents: •Cost projections •Sub tasks</td><td>12 points</td></tr> <tr> <td>Project plan with a clear critical path, realistic time frames , Key tasks, with project duration of less than 5 Months or 20 Weeks.</td><td>Non submission of the following documents: •Cost projections • Sub tasks • Distribution of resources • Clear completion date</td><td>8 points</td></tr> <tr> <td>Project plan with a clear critical path, realistic time frames , with project duration of less than 9 Months or 36 Weeks.</td><td>Non submission of the following documents: •Cost projections • Key tasks and Sub tasks •Distribution of resources •Clear completion date</td><td>4 point</td></tr> </table>	Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of less than 4 Months or 16 Weeks.	All documents are submitted	20 Points	Project plan with a clear critical path, realistic time frames, Key tasks, Sub tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of Cost projections	16 points	Project plan with a clear critical path, realistic time frames, Key tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections •Sub tasks	12 points	Project plan with a clear critical path, realistic time frames , Key tasks, with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections • Sub tasks • Distribution of resources • Clear completion date	8 points	Project plan with a clear critical path, realistic time frames , with project duration of less than 9 Months or 36 Weeks.	Non submission of the following documents: •Cost projections • Key tasks and Sub tasks •Distribution of resources •Clear completion date	4 point	
Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of less than 4 Months or 16 Weeks.	All documents are submitted	20 Points															
Project plan with a clear critical path, realistic time frames, Key tasks, Sub tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of Cost projections	16 points															
Project plan with a clear critical path, realistic time frames, Key tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections •Sub tasks	12 points															
Project plan with a clear critical path, realistic time frames , Key tasks, with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections • Sub tasks • Distribution of resources • Clear completion date	8 points															
Project plan with a clear critical path, realistic time frames , with project duration of less than 9 Months or 36 Weeks.	Non submission of the following documents: •Cost projections • Key tasks and Sub tasks •Distribution of resources •Clear completion date	4 point															

	Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of over 5 months or 20 Weeks.	Project duration is 5 Months or 20 Weeks.	0 points	
	4. BANK RATING Bidders to submit a bank rating from a reputable bank 3.1) Rating B (10 points) 3.2) Rating B (8 points) 3.3) Rating C (6 points) 3.4) Rating D (4 points) 3.5) Rating E (2 point) 3.6) Rating F (0 points) NB: Failure to submit proof of bank rating from the relevant bank will result in the bidder forfeiting the available points.			10
	Total Functionality points			100 Points
	Total Minimum functionality threshold			60 Points
	POSSIBLE OBJECTIVE CRITERIA APPLICABLE TO THIS PROCUREMENT			
	Objective Criteria	Yes	No	Not Applicable
	The College will conduct a thorough risk analysis of the tenderer that scored the highest points for price and B-BBEE points. If it is found during evaluation that such a supplier constitutes high risk despite adhering to functionality requirements such a bid may not be accepted by the College. Reasons for such risk profile must be stated	Yes		
	If financial information (Bank Rating/Credit Worthiness) is presented to the College that the supplier will not be financially able or capable to execute the contract despite information submitted in the tender documents the College may not accept such a tenderer.	Yes		
	If the College through the evaluation process discover fraudulent activities such a tender will be disqualified.	Yes		
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one			



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Part T2.1 List of Returnable Documents

1 Returnable forms / schedules required for tender evaluation purposes

The tenderer must complete the following returnable forms / schedules:

- SBD 1 : INVITATION TO BID
- SBD 3.1 : PRICING SCHEDULE – FIRM PRICES (PURCHASES)
- SBD 4 : DECLARATION OF INTEREST
- SBD 6.1 : PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
- SBD 6.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
- SBD 8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- SBD 9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION
- Proof of valid CIDB grading level **3CE or Higher** certificate
- Compulsory Enterprise Questionnaire
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Certificate of Authority for Joint Ventures
- Schedule of Proposed Subcontractors
-
- Schedule of exempted micro enterprises (EME's) and qualifying small business enterprises (QSE's)
- Schedule of recently completed and current contracts
- Schedule of plant and equipment
- Evaluation Schedule: Tenderer's Experience
- Evaluation Schedule: Experience of Key Staff
- Evaluation Schedule: Project Plan
- EPWP Projection Spreadsheet - TBA
- Certificate of attendance at clarification meeting
- Form of Intent to Provide a Performance Bond
- Proof of attending a compulsory site briefing session
- Detailed signed sub-contracting agreement/proposal specifying a minimum of 30% of the contract value and scope of work to be subcontracted

2 Other documents required for tender evaluation purposes

The tenderer must affix the following returnable documents to Part T2.1:

- Tax Clearance Certificate for Tenders
- B-BBEE Certification or affidavit if B-BBEE points are claimed
- A consolidated B-BBEE level of contribution certificate in case of Joint Ventures
- B-BBEE Level of contribution certificates or affidavit for intended subcontractors
- CSD registration report
- Company Registration documents (CIPC) with certified ID copies of Members / directors / shareholders of the company.
- CV's of Key Staff
- Proof of Professional Registration of Key Staff
- Project Plan
- Proof of Registration relating to LIC NQF Qualifications
- Joint Venture Agreement

Subcontracting is a requirement, provide subcontract agreements between tenderer and subcontractors

3 Returnable forms / schedules that will be used for tender evaluation purposes and be incorporated into

The tenderer must complete the following returnable forms / schedules:

- Particulars of Specialist Contractors
- Schedule for Imported Materials and Equipment
- Part C1.1: Form of Offer and Acceptance
- Part C1.2: Contract Data (Part two)
- Part C2.2 Bills of Quantities / Bills of Provisional Quantities

4 Other documents that will be incorporated into the contract

- Letter of good standing from Compensation Commission
- Joint Venture Agreement if JV Submission



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APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that 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;
- 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;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Record of Addenda to tender documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature
CIDB registration number:		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation
CIDB registration number:		Signature
		Name
		Designation



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Schedule of Exempted Micro Enterprises (EME's) and qualifying small business enterprises (QSE's)

We notify you that it is our intention to employ the following QSE/EME Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed QSE/EME Subcontractors in accordance with requirements in the contract for such appointments.

No.	Name of Subcontractor	Indicate Type of Enterprise (QSE or EME)	Indicate Category of Enterprise QSE or EME* (See note below)	Description of work to be carried out	Value of work to be carried out (Inclusive of VAT)
Total Value of QSE/SME including VAT					R
Total Value of Contract including VAT					R
Total percentage of work over the value of contract being subcontracted to QSE/SME					%

Attach additional pages if more space is required

***Note: Categories of QSE/QME: (1) EME/QME; (2) 51% owned by black people; (3) 51% owned by black people who are youth; (4) 51% owned by black people who are women; (5) 51% owned by black people with disabilities; (6) 51% owned by black people living in rural or underdeveloped areas or townships; (7) a cooperative which is at least 51% owned by black people ; (8) more than one of the categories referred above.**

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE-MANKWE CAMPUS

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last ten years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

List all current contracts not complete at the time

Option B: March 2016

Project	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion*
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
9							
10							

*Date when defects liability period commenced (period after completion)

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY
LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Schedule of Plant and Equipment

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 tender is accepted.

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

Quantity (owned or leased)	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 tender is acceptable

Quantity (hired)	Description, size, capacity, etc

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Project Plan

Tenderers should submit a Project Plan comprising of a program (with clear & realistic timeframes, key tasks, and subtasks), organogram (staff allocated to project), resource allocation (equipment and plantlist), realistic cashflow (projected expenditure) and confirmation of bank account

PROJECT PLAN		
Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of less than 5 Months or 20 Weeks.	All documents are submitted	
Project plan with a clear critical path, realistic time frames, Key tasks, Sub tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of Cost projections	
Project plan with a clear critical path, realistic time frames, Key tasks, Distribution of resources, clear completion date with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections •Sub tasks	
Project plan with a clear critical path, realistic time frames , Key tasks, with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections •Sub tasks •Distribution of resources •Clear completion date	
Project plan with a clear critical path, realistic time frames , with project duration of less than 5 Months or 20 Weeks.	Non submission of the following documents: •Cost projections •Key tasks and Sub tasks •Distribution of resources •Clear completion date	
Project plan with a clear critical path, realistic time frames , Key tasks, Sub tasks, Distribution of resources, clear completion date and cost projections with project duration of over 5 Months or 20 Weeks	Project duration is over 5 Months or 20 Weeks	

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY
LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Bank Rating

Bidders to submit a bank rating from a reputable bank

- 3.1) Rating A (5 points)
- 3.2) Rating B (4 points)
- 3.3) Rating C (3 points)
- 3.4) Rating D (2 points)
- 3.5) Rating E (1 point)
- 3.6) Rating F (0 points)

NB: Failure to submit proof of bank rating from the relevant bank will result in the bidder forfeiting the available points.

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

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Ownership Particulars

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the bid evaluation:
A Close Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984	Certified copies of the Founding Statement – CK1
A <u>private</u> Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 53(b)]	Certified copies of: i.) Certificate of Incorporation – CM1, and ii.) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership /shareholding percentage relative to the total.
A <u>private</u> Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973, in which any, or all, shares are held by another Close Corporation or Company with, or without, share capital	Certified copies of documents referred to in a. and/or b. above in respect of all such Close Corporation(s) and/or Company (ies).
A public Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 21]	A signed statement of the Company's Secretary confirming that the Company is a public Company.
A natural person or a Partnership	Certified copy of the Identity Document of: i.) such natural person, or ii.) each of the Partners to the Partnership



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY
LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Certificate of attendance at clarification meeting

This is to certify that

..... (Enterprise name)

of

.....

..... (address)

was represented by the person(s) named below at the compulsory meeting held for all tenderers at

Mankwe TVET College Campus

On (date), starting at hrs

I have made myself familiar with all site conditions likely to influence the work and all aspects that could influence either the cost or the construction of the service.

I further certify that I am satisfied with the description of the work and explanations given at the meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Particulars of person(s) attending the meeting

Name Signature

Capacity

Name Signature

Capacity

Attendance of the above person(s) at the meeting is confirmed by the Project Manager, namely

Name Signature

Capacity Date & Time



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY
LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Tax Clearance Certificate for Tenders

The tenderer is to affix to this page:

An Original Valid Tax Clearance Certificate for Tenders issued by the South African Revenue
Services (S.A.R.S.) in the Name of the Tendering Entity indicating the Trading Name.

Note:

Failure to affix such certificate may result in this tender not being further considered for
the award of the contract.



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Proof of Registration with the CIDB

The tenderer is to affix to this page:

An Original Certificate as proof of his registration with the CIDB in a contractor grading designation of **3CE or Higher**.

Notes:

1. Failure to affix such certificate may result in this tender not being further considered for the award of the contract.
2. The College will verify the certificate on the CIDB's website.



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Form of Intent to Provide a Performance Bond

Note: The **insurer** to be either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990).

1 With reference to the tender of

(hereinafter referred to as the "**TENDERER**" for the project **REFURBISHMENT, UPGRADING AND REHABILITATION OF THE STORMWATER DRAINAGE SYSTEM**

& THE CONSTRUCTION OF THE NEW EXIT GATE AND THE DROP-OFF ZONE AT MANKWE TVET COLLEGE (hereinafter referred to as the "**CONTRACT**"

for the ORBIT TVET COLLEGE Corporate Centre, Security Gate on behalf of the

Rustenburg TVET College Campus, (hereinafter referred to as the "**EMPLOYER**" for the tender dated

..... for the offered total of prices of (R)

..... (in words)

2 I/We in my/our capacity as

..... and hereby representing

(hereinafter referred to as the "**INSURER**" advise that the "**INSURER**" undertakes to provide a **Performance Bond** to the **EMPLOYER** to the Employer's format included in Part C1.3 of this document within five (5) working days of the written acceptance by the employer of the contractor's tender offer.

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

.....
*for and on behalf of the insurer who
by signature hereof warrants
authorisation hereto*



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Preferencing Schedule

1 Definitions

The following definitions shall apply to this schedule:

Disabled: in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Equity ownership: The percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of the company's shares that are owned by individuals, who are actively involved in the management of an enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

Note: All claims for HDI equity ownership by an HDI will be considered according to the following criteria:

- equity within private companies will be based on the percentage of equity ownership;
- preference points will not be awarded to public companies and tertiary institutions;
- equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust (i.e. the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person);
- a joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership

Historically disadvantaged individual (HDI): A South African citizen

a) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA, 1993 (Act 200 of 1993) (the interim Constitution), or

b) who is a female; or

c) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;

joint venture: a grouping of two or more contractors who jointly and severally undertake to perform a construction works contract

managed: the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial and financial authority and power in determining the policies and directing the operations of the business.

owner: A person who has all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

registered contractor: a contractor registered with the Construction Industry Development Board in a contractor grading designation appropriate to the works.

2 Conditions associated with the granting of preferences

The tenderer who claims a preference, undertakes to:

- 1) not subcontract more than 40% of the contract value, unless such contracting is undertaken in terms of a preference claimed relating the subcontracting of works to contractors registered in specific CIDB contractor designations.
- 2) maintain a HDI equity ownership of not less than that upon which the preference is based for the duration of the Contract, or in the case of a joint venture, ensure that the percentage of the contract value managed or executed by HDI's is not less than that upon which the preference is based;
- 3) accept the sanctions set out in Section 3 below should conditions 1 or 2 be breached;
- 4) complete sections 4 to 6 below as relevant;
- 5) enter into written subcontract agreements in accordance with the provisions of the Construction Industry Development Board's Best Practice Guideline D1: Subcontracting Arrangements; and
- 6) complete the Declaration with regard to Equity Ownership contained in section 5 below.
- 7) provide proof of registration for regional levies if a preference is claimed for being registered in the Gauteng Province.

3 Sanctions relating to breaches of preferencing conditions

The sanctions for breaching the preferencing conditions are:

- 1) termination of the Contract; or
- 2) a financial penalty payable to the Employer equal to 1,25 times the number of tender evaluation points awarded in respect of the preference claimed, multiplied by the Contract Price exclusive of VAT, divided by 100.

4 Tender preference claim in respect of HDI enterprise status or structure of the tendering entity

Number of preference points = $\text{NOP} \times \text{EP} / 100$

NOP = maximum tender evaluation points provided for HDI equity ownership

EP = the percentage of equity ownership by an HDI within the business enterprise or, in the case of a joint venture, the percentage of the contract value managed or executed by their HDI members.

I/we apply on behalf of my/our firm for a preference based on:

Non-joint ventures

HDI equity ownership percentage of%

Joint Ventures

the percentage of the contract value managed or executed by their HDI members of%

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Name of Specialist Contractor

Address

Signature

ORBIT-1-Schedule of plant and equipment-AM/am



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY
LINKS AT ORBIT TVET COLLEGE-MANKWE CAMPUS**

Part T2.3 - SBD FORMS

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or



business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person YES / NO



employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number



4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the [.....] preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

POINTS	
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and



- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

SBD 9



10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY
CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Part C1.1 Form of Offer and Acceptance

Offer

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

REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE-MANKWE CAMPUS

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

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

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

..... Rand (in words);

.....

R (in figures)

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

Signature(s) Date

Name(s)

Capacity

for the tenderer

Name and
signature

of witness Date

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Project Manager (whose details are given in the letter of intent to award) to arrange the delivery of any 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)	.....	Date	.....
Name(s)	.....		.....
Capacity	.....		.....

**for the
Employer** ORBIT TVET COLLEGE
 Central Office
 C/O Fatima Bhayat and Bosch Street
 RUSTENBURG
 SA
 0300

Name and signature of witness	Date
-------------------------------------	-------	------	-------

Schedule of Deviations

1	Subject	.....
	Details	.....
	
	
	
2	Subject	.....
	Details	.....
	
	
	
3	Subject	.....
	Details	.....
	
	
	
4	Subject	.....
	Details	.....
	
	
	
5	Subject	.....
	Details	.....
	
	
	

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

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



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract - Option B: Priced contract with bill of quantities (Third edition of June 2005 with amendments 2013 - see www.neccontract.com/Products/Contracts/Engineering-Construction-Contract/NEC3-Engineering-and-Construction-Contract-ECC-/NEC3-Engineering-and-Construction-Contract-Option-en) copies of which may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part one: Data provided by the *Employer*

Clause	Statements / Data
1	General
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option B, Priced contract with bill of quantities, dispute resolution Option W1 and the following Secondary Option Clauses, indicated below, of the NEC3 Engineering and Construction Contract (June 2005 with amendments).</p> <p>Secondary Option Clauses</p> <p>X1 Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X5 Sectional Completion</p> <p>X7 Delay damages</p> <p>X13 Performance Bond</p> <p>X16 Retention</p> <p>Z Additional conditions of contract</p>

10.1	<p>The <i>Employer</i> is The ORBIT TVET COLLEGE</p> <p>Physical address: ORBIT TVET COLLEGE Central Office, C/o Fatima Bhayat & Bosch Street</p> <p>Postal address : Private Bag X 82096, Rustenburg 0300</p> <p>Telephone: 014 597 5515</p> <p>Facsimile: 014 592 7013</p>						
10.1	<p>The Principal Agent / <i>Project Manager</i> is:</p> <p>Name N/A</p> <p>Address</p>						
10.1	<p>The <i>Supervisor</i> is the people or organizations notified to the <i>Contractor</i> by the Principal Agent / <i>Project Manager</i></p>						
11.2(13)	<p>The works are the Civil works repairs to the covered walkaway canopy links at the ORBIT TVET College-Mankwe Campus</p>						
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>All items that have a cost, time, quality and health and safety influence on the contract</p>						
11.2(19)	<p>The Works Information is in Part C3: Scope of Work</p>						
11.2(15)	<p>The boundaries of the site are on the site plan</p>						
11.2(16)	<p>The Site Information is in Part C4: Site Information</p>						
12.2	<p>The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa</p>						
13.1	<p>The <i>language of this contract</i> is English</p>						
13.3	<p>The <i>period for reply</i> is two weeks</p>						
11.2(22)	<p>The <i>completion date</i> for the whole of the works is 4 Months or 16 Weeks after the <i>starting date</i>.</p>						
11.2(23)	<p>The <i>key dates</i> and the <i>conditions</i> to be met are: to be advised later</p> <table border="0"> <thead> <tr> <th style="text-align: left;">Condition to be met</th> <th style="text-align: left;">Key date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> </tr> </tbody> </table>	Condition to be met	Key date	1	2
Condition to be met	Key date						
1						
2						

3	Time
30.1	The access date is the starting date when access will be given to the whole of the site
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within two week of the Contract Date
31.2	The <i>starting date</i> is the <i>access date</i> when the contractor receives one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than two weeks
4	Testing and Defects
40.5	The <i>defects date</i> is fifty two weeks weeks after completion of the whole of the <i>works</i> .
43.2	The <i>defect correction period</i> is four weeks
5	Payment
50.1	The <i>assessment interval</i> is two/four weeks - TBA
51.2	The period within which payments are made is within 30 Calender days after the receipt of the agreed Invoice/Claim by the College.
51.4	The <i>interest rate</i> applicable 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)
6	Compensation events
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are: the cumulative rainfall (mm) the number of days with rainfall more than 10 mm
	The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at a site nearest to that of the <i>site</i> and which are available from the South African Weather Service
8	Risks and insurance
80.1	These are additional <i>Employer's</i> risks None

84.1	<p>The Contractor submits to the <i>Employer</i> certificates of the insurance within three weeks of the <i>Contract Date</i></p> <p>The <i>Contractor</i> provides these additional insurances:</p> <p>1) A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is R 10,000,000.00 in respect of each claim, without limit to the number of claims
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10,000,000.00
84.2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of R 2,000,000.00
9	<p>Termination</p> <p>As per termination clauses in the NEC Engineering and Construction Contract - Option B: Priced contract with bill of quantities (Third Edition of June 2005 with amendments 2013)</p>
10	Data for main option clauses
B	Priced contract with bill of quantities
11.2(21)	The bill of quantities is in Part C2.2: Bill of Quantities
11.2(31)	The tendered total of the Prices is in Part C1.1: Form of Offer and Acceptance
60.6	The <i>method of measurement</i> is stated in Part C2.1: Pricing Instructions
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is appointed when a dispute arises
W1.2(3)	The <i>Adjudicator nominating body</i> is the South African Institution of Civil Engineering
W1.4(2)	The <i>tribunal</i> is a South African court of law
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1(a)	The <i>base date</i> for indices is the month during which the closing date for tenders falls

X1.2	Price adjustment for inflation is in accordance with the JBCC Contract Price Adjustment Provisions CPAP Indices Application Manual as calculated and published by Stats SA and distributed through JBCC (May 2018 Edition) The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CPAP Indices									
X2	Changes in the law									
X5, X7	Sectional Completion and delay damages used together									
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is as per accepted/revised programme as per the below broken down sections <table><tr><td>Section</td><td>Description</td><td>Completion date</td></tr><tr><td>B</td><td>Civil works</td><td>TBA</td></tr><tr><td>C</td><td>Building Works</td><td>TBA</td></tr></table>	Section	Description	Completion date	B	Civil works	TBA	C	Building Works	TBA
Section	Description	Completion date								
B	Civil works	TBA								
C	Building Works	TBA								
X7.1	Delay damages for each <i>section</i> of the <i>works</i> will be charged as per the accepted/revised programme of works, refer to the attached Penalties Calculation schedule.									
X13	Performance bond									
X13	The amount of the performance bond is seven comma five per cent (7,5%) of the offered total of prices inclusive of value added tax									
	The <i>Contractor</i> submits the performance bond to the <i>Employer</i> within three weeks of the <i>Contract Date</i>									
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill and care									
	No data is required for this Option									
X16	Retention									
X16.1	The <i>retention free amount</i> is nil									
X16.1	The <i>retention percentage</i> is 10% of such work done up to a limit of 5% of the offered total of the prices exclusive of value added tax									
X17	Low performance damages									
X17	The low performance damage in Rands relating to the failure to attain a tendered contract participation goal in the Preferencing Schedule is calculated from the following formula: 1,5 x PP (D – Do) x CA 100 x Do									

	<p>where</p> <p>D = tendered Contract Participation Goal percentage in Preferencing Schedule.</p> <p>Do = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the Contract</p> <p>PP = number of tender evaluation points granted as a preference</p> <p>CA = contract amount as determined in accordance with the Works Information</p>
X18	Limitation of liability
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is unlimited
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is unlimited
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is unlimited
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is unlimited
X18.5	The <i>end of liability date</i> is 10 years after the Completion of the whole of the works
Z	<p><i>Additional conditions of contract</i></p> <p>The following additional clauses and/or amendments to the core or secondary option clauses are added to the conditions of contract</p>
Z1	Clause 13.1 is amended by the addition of the following:
	Communication by cellphone SMS's is not acceptable
Z2	The following sentence is added to clause 27.4:
	The Contractor submits a health and safety plan to the Project Manager within three weeks of the Contract Date. The Contractor does not start work on the site until approval of the health and safety plan by the Project Manager.
Z3	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z4	<p>The following sentence is added to clause 62.3:</p> <p>The Principal Agent / <i>Project Manager</i> does not accept a quotation prior to obtaining approval from the Employer</p>

Z5	Clause 62.6 is amended by replacing the word "acceptance" with the word " rejection pending approval or disapproval by the client " in the last sentence of this clause,
Z6	The following sentence is added to clause 64.3: The Principal Agent / <i>Project Manager</i> does not notify the Contractor of his assessment prior to obtaining approval from the Employer
Z7	Clause 64.4 is amended by replacing the word "acceptance" with the word " rejection" in the last sentence of this clause
Z8	Scope of the Work as described in Part C3
Z9	The Contractor submits a health and safety plan to the Project Manager within three weeks of the Contract Date. The Contractor does not start work on the site until approval of the health and safety plan by the Project Manager.
Z10	Clause 40.1 is amended by replacing "tests required by works information" to "all tests specified in the Contract other than the Tests after Completion (if any)"
Z11	Clause 40.2 is replaced by "Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Supervisor, the time and place for the specified testing of any Plant, Materials and other parts of the Works."
Z12	Clause 40.3 is amended by adding the following: The Supervisor may, vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
Z13	The <i>Contractor</i> submits his valid tax invoice and valid Tax Clearance Certificate one week after receiving a payment certificate from the <i>Project Manager</i> in terms of clause 51.1. Where the <i>Contractor</i> does not submit his valid tax certificate and valid Tax Clearance Certificate within the time required: <ul style="list-style-type: none"> • the period within which payment is made in terms of clause 51.2 and • the time allowed in clause 91.4 are extended by the length of time from the date when the <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.
Z14	X18.1, X18.2, X18.3 and X18.4 :Is amended by replacing the word "limited" with "unlimited"
Z15	Clause X13,1 is ammended by replacing the wording " eight (8) weeks " with the wording " four (4) weeks "
Z16	Clause 9.04 is ammended by replacing the wording " thirteen " and " three " by the words " two " and " six " consecutively

Z17	<p>The following sentence is added to clause 50.1:</p> <p>Before the employer's agent issues any certificate that includes any payment in respect of work done or goods supplied by any subcontractor, the contractor is to furnish reasonable proof of payments to subcontractors. These shall be made available at all reasonable times to all persons concerned with the contract.</p> <p>A monthly report on job creation should be submitted together with claims signed off by contractor, construction project manager and contractor liaison officer.</p>
Z18	<p>Payment of labour-intensive component of works</p> <p>Payment for works identified in the Scope of Works as being labour-intensively shall only be made in accordance with the provisions of the contract if the works are constructed strictly in accordance with the provisions of the same Scope of Work. Any non-payment for such works shall not relieve the contractor in any way from his obligation either in contract or in delict.</p> <hr/> <p>Linkage of payment for labour-intensive component of works to submission of project data.</p> <p>The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoice shall not be paid until all pending labour information has been submitted.</p> <p>Applicable labour laws</p> <p>The current Ministerial Determination (Also downloadable at www.epwp.gov.za), Expanded Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p>

Part two: Data provided by the Contractor

Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

Clause	Statements / Data
10.1	<p>The Contractor is</p> <p>Name</p> <p>Address</p> <p>Telephone:</p> <p>Facsimile:</p>
11.2(8)	The direct fee percentage is 0.05%
11.2(8)	The subcontracted fee percentage is 5%
11.2(18)	The working areas are the Site Only.
24.1	<p>The key people are</p> <p>1 Name</p> <p>Job</p> <p>Responsibilities</p> <p>Qualifications</p> <p>Experience</p> <p>2 Name</p> <p>Job</p> <p>Responsibilities</p> <p>Qualifications</p> <p>Experience</p>
11.2(3)	The completion date for the whole of the works is 4 Months or 16 Weeks after the starting date.
11.2(14)	<p>The following matters will be included in the Risk Register:</p> <p>.....</p> <p>.....</p> <p>.....</p>

11.2(19)	The Works Information for the <i>Contractor's</i> design is in															
31.1	The programme identified in the Contract Data is in															
	Data for the Shorter Schedule of Cost Components															
41 in SSCC	The percentage for people overheads is %															
21 in SSCC	<p>The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire Association in their publication Hire SA in Africa (Tel (011) 293 7457)</p> <p>The percentage for adjustment for Equipment in the published list is % (state plus or minus)</p>															
22 in SSCC	<p>The rates for other Equipment are</p> <table border="1"> <thead> <tr> <th>Equipment</th><th>Size or capacity</th><th>Hourly Rate</th></tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Equipment	Size or capacity	Hourly Rate
Equipment	Size or capacity	Hourly Rate														
.....														
.....														
.....														
.....														
61 in SCC and SSCC	<p>The hourly rates for Defined Cost of design outside the Working Areas are</p> <table border="1"> <thead> <tr> <th>Category of Employee</th><th>Hourly rate</th></tr> </thead> <tbody> <tr> <td>Professional engineer or professional engineering technologists</td><td>.....</td></tr> <tr> <td>Technically qualified staff</td><td>.....</td></tr> <tr> <td>Draughts person</td><td>.....</td></tr> </tbody> </table>	Category of Employee	Hourly rate	Professional engineer or professional engineering technologists	Technically qualified staff	Draughts person							
Category of Employee	Hourly rate															
Professional engineer or professional engineering technologists															
Technically qualified staff															
Draughts person															
62 in SCC and SSCC	The percentage for design overheads is %															
63 in SCC and SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are professional engineer or professional engineering technologists, technically qualified staff and draughts person															



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Part C1.3 Performance Bond (for use with Option X13)

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

ORBIT TVET COLLEGE
Central Office
C/O Fatima Bhayat and Bosch Street
RUSTENBURG
SA
0300

Date:

Dear Sirs,

With reference to the contract made or to be made between

ORBIT TVET COLLEGE
Central Office
C/O Fatima Bhayat and Bosch Street
RUSTENBURG
SA
0300

(the *Employer*) and

(Insert registered name and address of the Contractor)

(the *Contractor*), for

(the works).

I/We the undersigned
on behalf of the Surety
of physical address

.....
.....
.....
.....
.....

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

- 1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:
- (say) _____
- _____ Rand (in words)
- R _____ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 20____

Signature(s) _____

Name(s) (printed) _____

Position in Surety company _____

Signature of Witness(s) _____

Name(s) (printed) _____



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Part C2.1 Pricing Instructions

- 1 "The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005)."
- 2 The agreement is based on the NEC3 Engineering and Construction Contract - Option B: Priced contract with bill of quantities (Third edition of June 2005 with amendments, June 2006). The additions, deletions and alterations to the NEC3 Engineering and Construction Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.
- 3 It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Project Manager and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not relevant to this specific contract, such item is marked **not applicable**.
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities .

- 8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.
- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.
- 11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:
- a) an amount which is not to be varied, namely Fixed
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related;
and
 - c) an amount which is to be varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related.
- 12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 14 Those parts of the works to be constructed using labour-intensive methods are marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
Where minimum labour intensity is specified in the design, the contractor is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity targets.
- 15 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict

- 16 Add to item: The contractor's invoices shall not be paid until all pending labour information has been submitted. The client may institute a penalty relating to outstanding labour information. .

The following information shall be maintained on site and submitted in electronic/hard copy formats:

- Certified ID copies of all locally employed labour
- Signed Contracts between the employer and the EPWP Participants - TBA
- Attendance Registers for the EPWP Participants - TBA
- Proof of Payment of EPWP Employees - TBA
- Monthly Reporting Template as per EPWP requirements - TBA



Item

Quantity

Amount
R c

Part C2.2 PROVISIONAL BILL OF QUANTITIES

SECTION NO. 1

PRELIMINARIES

NOTES

- i) The NEC3 Engineering and Construction Contract - Option B: Priced contract with bill of quantities (Third edition of June 2005 with amendments June 2006) in conjunction with the Contract Data is taken to be incorporated herein
- ii) The Tenderer is deemed to have taken cognizance of the abovementioned documents for the full intent and meaning of each clause. These clauses are referred to by clause number and heading only
- iii) Where standard clauses or options are not applicable to this contract such modifications, corrections or supplements as are necessary, are given under each relevant clause
- iv) Where any items are not used for this specific contract such items are nevertheless listed but marked **not applicable** in the amount column
- v) The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract
- vi) Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in (v) but taking into account the revised period for completing the works
- vii) The amount or the items of the Preliminaries are adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments are based on adjustments in the following categories as recorded in the Bill of Quantities:
 - a) an amount which is not varied, namely Fixed
 - b) an amount which is varied in proportion to the contract value, namely Value Related; and
 - c) an amount which is varied in proportion to the construction period as compared to the initial construction period excluding revisions to the construction period for which the contractor is not entitled to adjustment in terms of the contract, namely Time Related

Carried to Collection

R

Section 1**Preliminaries****Contract****Part C2: Pricing Data**

- viii) Where no provision is made in the Bill of Quantities to indicate which of the three categories in (vii) apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- ix) The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- x) Items not priced in these preliminaries are deemed to be included elsewhere in this bill of quantities

SECTION A: CORE CLAUSES**1 GENERAL (A1)****Clause 1.0**

Clause 11.2(4) is amended by replacing it with the following:

The Contract Date is the date when the contractor receives one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the the Form of Offer and Acceptance

Fixed:..... Value Related:..... Time Related:.....

Item

2 THE CONTRACTOR'S MAIN RESPONSIBILITIES (A2)**Clause 2.0**

The contractor must provide and keep a copy of the NEC3 Engineering and Construction Contract - Option B: Priced contract with bill of quantities applicable to this contract and a copy of the Procurement Document on the site, to which the Project Manager and Supervisor have access at all times

Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of the Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B of C3: Scope of Work

Carried to Collection

R

Section 1

Preliminaries

Contract

Part C2: Pricing Data

It is required of the contractor to thoroughly study the Annexure B: Specification for Occupational Health and Safety in engineering and construction works contracts that must be read together with and is deemed to be incorporated under this Section of the bills of quantities.

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and the Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the project manager reserves the right to delay issuing any interim payments until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and the Generic Safety Specification is made under this clause 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 within three weeks of the written acceptance by the employer of the Contractor's tender offer and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the project manager.

Fixed:..... Value Related:..... Time Related:.....

Item

3 TIME (A3)

Clause 3.0

Fixed:..... Value Related:..... Time Related:.....

Item

4 TESTING AND DEFECTS (A4)

Clause 4.0

Fixed:..... Value Related:..... Time Related:.....

Item

5 PAYMENT (A5)

Clause 50.0

Clause 50.0 is amended by the addition of the following clause:

Materials and goods stored off site are not included in the amount authorised for payment

Fixed:..... Value Related:..... Time Related:.....

Item

Carried to Collection

R

Section 1

Preliminaries

Contract

Part C2: Pricing Data

6 COMPENSATION EVENTS (A6)

Clause 6.0

Fixed:..... Value Related:..... Time Related:.....

Item

7 TITLE (A7)

Clause 7.0

Fixed:..... Value Related:..... Time Related:.....

Item

8 RISKS AND INSURANCE (A8)

Clause 8.0

Fixed:..... Value Related:..... Time Related:.....

Item

9 TERMINATION (A9)

Clause 9.0

Fixed:..... Value Related:..... Time Related:.....

Item

SECTION B: MAIN OPTION CLAUSES

10 PRICED CONTRACT WITH BILL OF QUANTITIES (B1)

Clause 10.0

The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement

Fixed:..... Value Related:..... Time Related:.....

Item

SECTION C: DISPUTE RESOLUTION

11 OPTION W1 (C1)

Clause 11.0

Fixed:..... Value Related:..... Time Related:.....

Item

SECTION D: SECONDARY OPTION CLAUSES

12 X1 PRICE ADJUSTMENT FOR INFLATION (D1)

Clause 12.0

Fixed:..... Value Related:..... Time Related:.....

Item

Carried to Collection

R

Section 1**Preliminaries****Contract****Part C2: Pricing Data****13 X2 CHANGES IN THE LAW (D2)**

Clause 13.0

Fixed:..... Value Related:..... Time Related:.....

Item

14 X3 MULTIPLE CURRENCIES (D3)

Clause 14.0

Fixed:..... Value Related:..... Time Related:.....

Item

15 X4 PARENT COMPANY GUARANTEE (D4)

Clause 15.0

Fixed:..... Value Related:..... Time Related:.....

Item

16 X5 SECTIONAL COMPLETION (D5)

Clause 16.0

Fixed:..... Value Related:..... Time Related:.....

Item

17 X6 BONUS FOR EARLY COMPLETION (D6)

Clause 17.0

Fixed:..... Value Related:..... Time Related:.....

Item

18 X7 DELAY DAMAGES (D7)

Clause 18.0

Fixed:..... Value Related:..... Time Related:.....

Item

19 X12 PARTNERING (D8)

Clause 19.0

Fixed:..... Value Related:..... Time Related:.....

Item

20 X13 PERFORMANCE BOND (D9)

Clause 20.0

	Fixed:..... Value Related:..... Time Related:.....	Item
	Carried to Collection	R
	Section 1 Preliminaries Contract Part C2: Pricing Data	
21	X14 ADVANCED PAYMENT TO THE CONTRACTOR (D10)	
	Clause 21.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
22	X15 LIMITATION OF THE CONTRACTOR'S LIABILITY FOR HIS DESIGN TO REASONABLE SKILL AND CARE (D11)	
	Clause 22.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
23	X16 RETENTION (D12)	
	Clause 23.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
24	X17 LOW PERFORMANCE DAMAGES (D13)	
	Clause 24.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
25	X18 LIMITATION OF LIABILITY (D14)	
	Clause 25.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
26	X20 KEY PERFORMANCE INDICATORS (D15)	
	Clause 26.0	
	Fixed:..... Value Related:..... Time Related:.....	Item
27	Z ADDITIONAL CONDITIONS OF CONTRACT (D16)	
	Clause 27.0	
	Fixed:..... Value Related:..... Time Related:.....	Item

Carried to Collection

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Section 1**Preliminaries****Contract****Part C2: Pricing Data****SECTION E: CONTRACT DATA****28 CONTRACT DATA (E1)****Clause 28.0**

Tenderers are referred to Part C1.2 Contract Data for variables pertaining to this contract

Fixed:..... Value Related:..... Time Related:.....

Item

SECTION F: SCOPE OF WORK**EMPLOYER'S OBJECTIVES**

Fixed:..... Value Related:..... Time Related:.....

Item

EXTENT OF THE WORKS

Fixed:..... Value Related:..... Time Related:.....

Item

LOCATION OF THE WORKS

Fixed:..... Value Related:..... Time Related:.....

Item

EMPLOYER'S DESIGN

Fixed:..... Value Related:..... Time Related:.....

Item

DESIGN BRIEF

Fixed:..... Value Related:..... Time Related:.....

Item

PREFERENTIAL PROCUREMENT DELIVERABLES

Fixed:..... Value Related:..... Time Related:.....

Item

PROVIDE EMPLOYMENT AND SKILLS DEVELOPMENT OPPORTUNITIES TO TARGET LABOUR

Fixed:..... Value Related:..... Time Related:.....

Item

PARTICIPATION GOALS

Fixed:..... Value Related:..... Time Related:.....	Item
WORKS SPECIFICATION	
Fixed:..... Value Related:..... Time Related:.....	Item
Carried to Collection	R
Section 1	
Preliminaries	
Contract	
Part C2: Pricing Data	
PLANT, EQUIPMENT AND MATERIALS	
Fixed:..... Value Related:..... Time Related:.....	Item
FACILITIES PROVIDED BY THE CONTRACTOR	
Fixed:..... Value Related:..... Time Related:.....	Item
EXISTING SERVICES	
Fixed:..... Value Related:..... Time Related:.....	Item
MANAGEMENT OF THE WORKS	
Fixed:..... Value Related:..... Time Related:.....	Item
HEALTH AND SAFETY	
Fixed:..... Value Related:..... Time Related:.....	Item
PROTECTION OF THE PUBLIC	
Fixed:..... Value Related:..... Time Related:.....	Item
AIDS AND AWARENESS	
Fixed:..... Value Related:..... Time Related:.....	Item
SECTION G: SITE INFORMATION	
THE SITE	
Fixed:..... Value Related:..... Time Related:.....	Item
WORK AREA	
Fixed:..... Value Related:..... Time Related:.....	Item
ACCESS	
Fixed:..... Value Related:..... Time Related:.....	Item

Carried to Collection

R

Section 1
Preliminaries
Contract
Part C2: Pricing Data
SECTION 1

PRELIMINARIES

COLLECTION

Total brought Forward from Page

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2	
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8	

Section 1
Preliminaries
Contract
Part C2: Pricing Data

Carried to Final Summary

R



BILL OF QUANTITIES

DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
SECTION NO. 1				
BILL NO 1				
PRELIMINARIES				
AGREEMENT AND SCHEDULE OF CONDITIONS OF BUILDING CONTRACT				
BUILDING AGREEMENT AND PRELIMINARIES				
i) The Agreement is to be the JBCC Series 2000 Minor Works Agreement: Contract Data prepared by the Joint Building Contracts Committee, May 2018 Edition 6.2				
ii) If Alternative A as set out in clause 10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V" or "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not to be varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount in proportion to time				

iii) Clauses stated under a clause heading, shall be read in conjunction with the existing JBCC Series 2000 Minor Works Agreement, May 2018 Edition and the JBCC Series 2000 Preliminaries, May 2018 Edition 5.2.				
User note				
A provision/clause in Edition 6.2 of the JBCC Principal Building Agreement may have unintended consequences. The following is relevant:				
Within the contract data document there is space to insert changes made to the JBCC documentation. Quantity surveyors have generally up to now merely inserted in this space "Refer to Bill No. 1"				
Below the above mentioned space the following note has been inserted:				
"Note : The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect"				
Should quantity surveyors wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in Bill No. 1 (Preliminaries) then it is suggested that the following clause be inserted in the space provided in the contract data where changes made to the JBCC documentation are to be recorded:				

<p>"It is specifically agreed that the note below calling for amendments to the standard JBCC Agreement to be listed in the space provided in the contract data or recorded in 'the single referenced Annexure' shall not apply. 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 in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence notwithstanding the note below and notwithstanding the provisions of clause 5.6 of the JBCC Principal Building Agreement"</p>				
<p>Not doing as suggested above when adhering to the system generally used by quantity surveyors up to now may result in any amendments within Bill No. 1 (Preliminaries) being considered null and void, which could then lead to major claims</p>				
<p>Community Liaison Officer (CLO) The contractor to liaise with the community council to get the going rate for the CLO and include it into his/her pricing as the payment will be through the contractor.(However, proof of the going rate to be provided by the contractor from the community council) - (Provide the PC Amount of R 20 000.00 - (Twenty Thousand Rands)</p>				
<p>Provision of a CLO</p>	<p>Item</p>	<p>1.00</p>	<p>R 20 000.00</p>	<p>R 20 000.00</p>

Profit on above item	Item	1.00		
Attendance on ditto.	Item	1.00		
Health and Safety Requirements				
The Contractor to Prepare the health and safety file and forward to the Clients for Approval, including for OHS Officer, etc	Item	1.00		
Profit on above item	Item	1.00		
Attendance on ditto.	Item	1.00		
SECTION A - PRINCIPAL BUILDING AGREEMENT				
DEFINITIONS				
Definitions and interpretation Clause 1	Item	1.00		
SUMMARY OF CATEGORIES				
Category : Fixed R..... Category : Value R..... Category : Time R.....				
SECTION NO. 2				
BILL NO. 1				
ALTERATIONS				
Note:				
The tenderer is advised to refer to "Model Preamble For Trades" before pricing this Bill				
ALTERATIONS				

Site Establishment				
Barricade of the Works for Safety with an approved material. (Poles treated wooden droppers, including. Gate for entry/exit) - 1.8m High Safety Netting. or similar approved material	m2	750		
REMOVAL OF EXISTING WORK				
Carefully hacking up/off and removing damaged sheeting prepare trusses/rafters, clean and make good to receive new sheeting (measured elsewhere). (All works to be supervised by the relevant engineer)(waist to be dumped to a site located by the contractor)				
Hack up/off existing damaged sheeting from trusses, rafters, purlins and make good to receive new sheeting (measured elsewhere.)	m2	1027		
Rood Repairs				
Carefully Inspect/Take out damaged roofing sheets and replace with new sheeting (measured elsewhere)/replace all loose nails after carefully Inspecting.	m2	514		
Carefully Inspect/take out damaged water-proofing on the roofing slab and make good to receive new proofing(measured elsewhere)	m2	308		
Steel Clean, Repairs, etc.				
Carefully clean with spray, detergent Steel trusses/Take out damaged steel/trusses/purlins and replace with new Members, and prepare to vanish (measured elsewhere)	m2	420		

				R
SECTION NO. 2				
BILL NO. 1				
COVERED WALKWAY				
The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (1999 Edition) and to the Supplementary Preambles which are incorporated in these Bills of Quantities.				
ROOF COVERINGS WALKWAYS, ETC.				
Structural Steel walkway				
Supply and Installation of the covered walkway roofing				
Klip-Tile 700 Curved sheeting, 053mm Zincalume, AZ150 spelter Colourbond per the engineers specifications or similar approved	m2	5136		
KL 700 clip Galvanised - Short. or similar approved per the engineers spec.	m2	5136		
Supply of walkway translucent roof sheeting, to match existing or similar approved per the engineers specifications, etc.				
Supaclad Polycarbonate sheeting, 1.25mm clear sheeting at 90% light transmission, etc.	m2	1284		
Installation of Roof Sheeting				
Site rolling, etc.	m2	5136		
Cranking of Machine, etc.	Item	1.00		
Bull nosing, etc	m	480		

Road Transporting and off-loading to site, etc.	m	24		
METAL SURFACES				
Spot priming defects in pre primed surfaces with zinc phosphate metal primer, one coat universal undercoat and two polyurethane velvet enamel paint				
On Steel strusses/rafters/purlins, etc.	m2	780		
				R
CARRIED TO SUMMARY PAGE				
Alterations	Page	5		R
Covered Walkway	Page	7		R
				R
FINAL SUMMARY PAGE				
Preliminaries and General	Page	3		R
Mankwe Covered Walkway	Page	8		R
Sub-total				R
CONTINGENCIES Allow Ten Percent (10%) on the sub-total above for Contingencies to be used at the discretion of the Principal Agent and to be deducted in whole or in part if not required				R
Sub-total				R
Value Added Tax (15%)				R
TOTAL TO TENDER				R



Bid Number: M03/2021

APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS

Part C3.1 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The ORBIT TVET COLLEGE, Corporate Centre, Security Gate (Office) invites qualified and experienced Contractors for the repairs to the covered walkaway canopy links at the ORBIT TVET College (Mankwe Campus)

The employer's objectives are to deliver the upgraded stormwater, sewer infrastructure/drainage system using labour-intensive methods in accordance with EPWP Guidelines, however this should be agreed and determined by the client together with the PM and the contractor to be instructed accordingly.

1.2 Overview of the works

The works are refurbishment, upgrade and the re-routing of the stormwater drainage system, construction of the new exit gate and the drop-off zone at the Mankwe TVET College Campus. (Building, Civil works entail upgrading and improving the stormwater drainage and road/ paving improvement at the aprking and exit gate at the Mankwe campus)

1.3 Labour-intensive works

Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work. Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work - TBA

1.4 Labour-intensive Competencies of supervisory and management staff

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervisor of Civil Engineering Construction Processes" and Site Agent/Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C) at NQF outlined Table 1

1.5 Extent of the works

The works are the repairs to the covered walkaway canopy links at the ORBIT TVET College (Mankwe campus)

1.6 Location of the works

The site is located at Mankwe TVET College at Mogwase in the North West, Mankwe all the works per the attached site map and per description during the briefing

1.7 Temporary works

The Contractor is required to provide all temporary works that are necessary for the works.

2 ENGINEERING

2.1 Design services

2.2 Employer's design

The Employer is responsible for the design of the permanent works unless otherwise stated. The Contractor is responsible for the design of the temporary works and their compatibility with the permanent works.

2.3 Design brief

The Contractor shall supply all details necessary to assist the project manager in the compilation of the as-built drawings.

As-built drawings to indicate the following information:

- Construction breaks and the extent of individual concrete pours
- Routing of and junctions in all services
- Salient features for the operation and maintenance of services

and to be submitted to the following employer's required format and manner:

- A paper copy complete with approval signatures of the agent/agents bound into the operating instruction manuals
- Tiff format scanned versions of the approved paper copy
- Electronic version of approved drawings on CD in either Caddie.drw or Autocad.dwg formats

2.4 Drawings

The following drawings are applicable to the contract .

Civil

Title	Drawing Number
STORMWATER SITE LAYOUT STORMWATER LAYOUT TYPICAL CROSS SECTION BEDDING DETAILS	

Building

Title	Drawing Number
ENTRANCE GATE ARCHITECTURAL LAYOUT STRUCTURAL LAYOUT CIVIL LAYOUT BEDDING DETAILS	

2.5 Design procedures

The design is done by the client who takes the responsibility and contractor involved at construction only.

3 PROCUREMENT

3.1 Preferential procurement deliverables

Where the contractor claims a preference in the Preferencing Schedule for subcontracting work to CIDB registered contractors having specified CIDB contractor grading designations, the contractor shall deliver deliverable C1, Provide business opportunities for targeted enterprise, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data associated with SANS 1914-1 which shall have precedence in the interpretation of any ambiguity or inconsistency:

Deliverable C1: Provide business opportunities for targeted enterprises	
2.7	The employer's representative is the Project Manager identified in the Letter of intent.
2.17	A targeted enterprise is a CIDB registered contractor who has a contractor grading designation of 1, 2, 3 or 4.
	The targeting strategy is A.
	The contract participation goal is as tendered in the Preferencing Schedule for which a preference was granted.
	The contract participation goal may only be achieved by subcontracting work to one or more targeted enterprises to perform commercially useful functions in the performance of the contract.
	The targeted enterprise declaration and letters of undertaking are to be submitted within 3 weeks of the commencement of the contract.

The Employer reserves the right to subcontract up to 30% of the works where deemed necessary.

3.2 Provide employment and skills development opportunities to targeted labour

The contractor shall deliver Deliverable B1, provide employment and skills development opportunities to targeted labour, in accordance with the requirements of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts (SSED) (see www.cidb.org.za) and the following associated specification data, which shall have precedence in the interpretation of any ambiguity or inconsistency:

Deliverable B1: Provide employment and skills development opportunities to targeted labour	
4.3.1.1	<p>The following activities are to be carried out by temporarily employed local workers:</p> <ul style="list-style-type: none"> earthworks activities which are to be performed by hand, namely; trench excavation, compaction of backfilling to trenches in areas not subject to traffic, clearing and grubbing, shaping, loading, haul, off-loading, spreading, compaction and grassing, stormwater drainage
4.3.2.1.2	The rate of pay is R TBA per day.
The specification data associated with SANS 1921-5 is as follows:	
	<p>Essential data</p> <p>5.1 The depth of trenches which are to be excavated by hand is 1.5m (Specifications attached)</p>
	<p>Variations</p> <p>.....</p> <p>Hauling distance not to exceed 2150m</p> <p>Additional clauses</p> <p>.....</p>

The Schedule which is to be attached to payment claims in terms of clause 4.3.2.2.8 of SSED is as shown in Sample B1 of the Specification.

3.2.1 Unemployment Insurance Fund

The contractor will be responsible for payment or contribution of UIF for all labour employed under the project. Proof of payment of UIF shall be available upon request.

3.2.2 Workmen's Compensation Act

All labour employed on the site shall be covered by the Workmen's Compensation Act. The contractor shall pay in full, including the payment of the necessary levies, such amounts, as are due in terms of the Act. The contractor at the commencement of the contract shall resolve the manner in which Workmen's Compensation will be handled. Amounts paid by the contractor shall not be included in the wage rates but shall be an extra payment allowed for by the contractor.

3.3 Participation goals

3.3.1 The successful tenderer will be required to subcontract a minimum of 30% of the contract to exempted micro enterprises (EME's) and/or qualifying small business enterprises (QSE's) in accordance with the preferential Procurement Regulations, 2017 published on 20 January 2017

3.3.2 Employ/contractor reserves the right to employ a minimum of 30% of the total labour requirement of the contract from the local community. This should happen upon consultation with the appointed contractor

3.3.3 The total labour requirements of the contract should be in the following proportions:

- a minimum of 30% to women;
- a minimum of 68% to youth who are between the ages of 18 and 35 years of age; and
- a minimum of 2% to persons with disabilities

3.3.4 The minimum threshold for local production and content for Electrical and Telecom Cables is 90%

3.3.5 Planned labour intensity is 15%

4 CONSTRUCTION

4.1 Works specification

The works specifications that are applicable to the works are marked with a cross hereunder in the relevant box(es). The specifications are obtainable on request from the Employer.

Architectural, Structural and Civil

X	TBA
---	-----

GP/ASC

4.1.1 Applicable SANS 2001 standards

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works.

4.1.2 Applicable national and international standards

N/A

4.1.3 Particular / generic specifications

Model preambles for trades and all other acceptable generic specifications

4.1.4 Certification by recognised bodies

N/A

4.1.5 Agreement certificates

N/A

4.2 Plant and materials

4.2.1 Plant and materials supplied by the employer

N/A

4.2.2 Materials, samples and shop drawings

Samples of materials

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the supervisor for his approval

Workmanship samples

The supervisor may instruct the contractor to furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the supervisor for approval
- Allow the supervisor reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the supervisor
- Ensure that shop drawings conform to the dimensions of built work
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor

The supervisor shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

4.2.3 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Three copies of the master manual

4.2.4 Training staff of the employer

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager.

4.3 Construction equipment

4.3.1 Requirements for equipment

To be in accordance with the Works Specification.

4.3.2 Equipment provided by the employer

Contractor to provide all necessary plant required for the proper execution of the works. Contractor's Equipment shall comply with statutory regulations. The pricing for all equipment required to complete the works shall be deemed to be included in all submitted offers.

4.4 Existing services

4.4.1 Known services

The contractor shall acquaint himself with the location of all sewer, water, stormwater on site

4.4.2 Dimensional accuracy

The contractor shall within 1 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the supervisor

4.4.3 Treatment of existing services

The Contractor shall detect and relocate some of the existing services to allow for the construction of new buildings as per the supervisor's direction.

4.4.4 Use of detection equipment for the location of underground services

The Contractor shall provide for detection equipment for the location of underground services

4.4.5 Damage to services

Contractor to take every precaution so as to avoid damage to existing services.

4.4.6 Reinstatement of services and structures damaged during construction

Contractor to reinstate all damaged services.

4.5 Site establishment

4.5.1 Services and facilities provided by the employer

N/A

4.5.2 Facilities provided by the contractor

The Contractor shall provide, maintain and remove on completion of the works an office for the exclusive use of the project manager and supervisor, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, table and eight chairs. The office shall be kept clean and fit for use at all times. The site for these facilities shall be as directed by the Project manager.

4.5.3 Storage and laboratory facilities

The Contractor shall provide, maintain and remove on completion of the works sheds for the proper storage of materials and for use by the contractor's workers. The site for these facilities shall be as directed by the Project manager.

4.5.4 Other facilities and services

Water and Electricity

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

Service - Water

The Contractor is to provide and remove and make good upon completion all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumption.

Service - Electricity

The Contractor is to provide and remove and make good upon completion all the necessary temporary electrical connections and installations and purchase electricity from the local authority for the works at his own cost.

The Contractor shall make and upon completion remove all the necessary installation and meters to the Employer's electrical supply at designated points and be responsible for costs associated with all electricity consumption.

Ablution facilities

The Contractor is to provide, erect where directed, and remove on completion of the works ablution facilities and shall maintain such facilities in a thoroughly clean and tidy condition.

Telecommunication facilities

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone
- Facsimile
- E-mail

Security of the works

The Contractor shall take all appropriate measures for general security of the works.

Compliance with manufacturer's instructions

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/isolation of existing/sectionally occupied works

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

4.5.5 Vehicles and equipment

Not Applicable.

4.5.6 Advertising rights

Not Applicable.

4.5.7 Notice boards

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

The Contractor will be required to erect a signboard displaying the EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose.

4.5.8 Notice before covering work

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or remeasurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

4.6 Site usage

To be done strictly in accordance to the Drawings, Specifications and as per PA, Architect's / Engineer's instructions

4.7 Permits and way leaves

To be done strictly in accordance to the Drawings, Specifications and as per PA, Architect's, Engineer's instructions

4.8 Inspection of adjoining properties

Before commencing with the works the project manager and contractor shall arrange with the owners of adjacent buildings and properties and representatives of local authorities to inspect, among others, the buildings, structures, paving's, kerbs, channels and fences. The contractor shall record all conditions that the works could affect and copy the project manager accordingly. The contractor shall pay particular attention to cracks, defects and existing levels related to structures, paving's, kerbs, channels and fences, which later could be claimed to have been caused or disturbed by the works.

Where instructed by the project manager, levels and photographs shall be taken by the contractor and the cost thereof shall be for the employer's account. Certified copies shall be lodged with the project manager.

4.9 Water for construction purposes

The Contractor to provide

4.10 Survey control and setting out of the works

To be done strictly in accordance to the Drawings, Specifications and as per Architect's instructions

4.11 Title to Materials from demolition and excavation

Any material generated through demolition or excavation which doesn't remain the property of the Employer shall be removed from site promptly and disposed of responsibly and in keeping with all applicable regulations.

5 MANAGEMENT

5.1 Management of the works

5.1.1 Applicable SANS 1921 standards

Refer to Annex A of SANS 1921-1: 2003 for specific guidance

5.1.2 Particular / generic specifications

NIL

5.1.3 Planning and programming

Contractor to provide a construction programme within two weeks of site handover and the programme should be updated every four weeks

5.1.4 Sequence of the works

TBA

5.1.5 Software application for programming

To be advised.

5.1.6 Methods and procedures

Contractor shall provide a methodology statement on how he intends to carry out the work for approval.

5.1.7 Quality plans and control

The Contractor shall provide a a quality plan. All approvals should be sought first at completion of foundations, reinforcement and piling prior to continuing to the next level.

5.1.8 Environment

All aspects of the works must comply with statutory requirements and regulations made by relevant authorities and the Contractor must ensure compliance of site activities. All waste will be handled in an environmentally friendly manner.

5.1.9 Accommodation of traffic on public roads occupied by the contractor**5.1.11 Testing, completion, commissioning and correction of defects****Testing of plant and equipment**

The Contractor shall provide all necessary test apparatus including ladders, scaffolding, tools, lighting, etc as may be necessary for inspection, examining and testing materials, workmanship and performance of any plant or equipment intended for the works.

The Contractor shall carry out preliminary tests on plant and equipment. The results of these preliminary tests shall be forwarded to the Project Manager.

Where the Contractor fails to carry out preliminary tests the project manager may engage others to execute the tests. Any expense or loss incurred by the employer resulting from such engagement may be recovered in terms of the contract.

The Contractor shall execute maintenance for the following services from completion until the defects date. Maintenance shall include for the replacement or repair of all components and include for stationary, replacement parts, lubrication, cleaning material, etc.

Preventative Maintenance

The Contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

Break Downs

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalism

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

5.1.12 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record daily rainfall figures in a book. Such book shall be handed to the Project Manager at site meetings. Any rainfall which is considered to justify a compensation event is to be made known to the Project Manager within 1 week of occurrence.

5.1.13 Format of communications

To be advised

5.1.14 Key personnel

Contractor should comply with requirements in Part T.2.2 of this tender document.

5.1.15 Management meetings

To be advised

Site Meetings and Procedures

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The indicative duties of the *Project Manager*, *Supervisor* and *Employer* are as indicated in Annexure A

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

5.1.16 Forms for contract administration

To be advised

5.1.17 Electronic payments

5.1.18 Daily records

5.1.19 Bonds and guarantees

5.1.20 Payment certificates

Before the employer's agent issues any certificate that includes any payment in respect of work done or goods supplied by any subcontractor, the contractor is to furnish reasonable proof of payments to subcontractors. These shall be made available at all reasonable times to all persons concerned with the contract. A monthly report on job creation should be submitted together with claims signed off by contractor, construction project manager and contractor liaison officer.

5.1.21 Permits

The Contractor must ensure that his staff is provided with identity or name tags and security / entrance permits.

5.1.22 Proof of compliance with the law

5.1.23 Insurance provided by the employer

N/A

5.2 Health and safety

5.2.1 Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of the attached Specification for Occupational Health and Safety.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

5.2.2 Protection of the public

Contractor to make provision for any costs relating to hoarding etc.

5.2.3 Barricades and lighting

Contractor to make provision for any costs relating to the barricading and lighting as this will be required.

5.2.4 Traffic control on roads

5.2.5 Measures against disease and epidemics

5.2.6 Aids awareness

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

5.3 Annexes

Annexure A	Indicative duties of the Project Manager, Supervisor and Employer
Annexure B	Occupational Health and Safety Specification
Annexure C	EPWP Training monthly summary sheet - to be advised by client
	Community Liaison Officer (CLO) Terms of Reference - to be advised by the client in consultation with the local counsellor
Annexure D	Calculation of penalties



C4 SITE INFORMATION



Bid Number: M03/2021

**APPOINTMENT OF A CONTRACTOR FOR THE REPAIRS TO COVERED WALKAWAY
CANOPY LINKS AT ORBIT TVET COLLEGE- MANKWE CAMPUS**

Part C4.1 Site Information

C4.1 THE SITE

The site is located at / ORBIT TVET College-Mankwe Campus, at Mogwase, in the North West Province

C4.2 WORK AREA

The work area is as shown in the site plan

C4.3 ACCESS

The access to site is from the President Avenue. The contractor must familiarise himself with the site as no claim will be entertained in this regard.

Untitled Map

Write a description for your map.

Google Earth

©2024 Google

Image © 2020 Maxar Technologies

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Orbit TVET College Mankwe Campus

Legend

- Orbit TVET College Mankwe Campus

1000 ft



CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27.5 cents
1.5 months	22 cents
2 months	16.5 cents
2.5 months	13.5 cents
3 months	11 cents
3.5 months	9.5 cents
4 months	8.5 cents
4.5 months	7.5 cents
5 months	6.25 cents
6 months	5.75 cents
7 months	4.75 cents
8 months	4 cents
9 months	3.75 cents
10 months	3.5 cents
11 months	3 cents
12 months	2.75 cents
14 months	2.5 cents
15 months	2.25 cents
16 months	2 cents
18 months	1.75 cents
20 months	1.5 cents
21 months	1.5 cents
24 months	1.25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1,000	nearest	R10
R1,001	-	R5,000	nearest	R50
R5,001	-	and above	nearest	R100

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)
 Contract period = 12 months

$$R2,500,000 \times \frac{0.0275}{100}$$

= R687.50/day

Option B: March 2016

Therefore rounded off to the nearest R10.00

= R690.00/day

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase