



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
EDUCATION

BID NO.: LDE/B03/2021/22

**APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN
THE BUILT ENVIRONMENT FOR THE SUPERVISION,
ADMINISTRATION AND CONSTRUCTION OF WATER AND
SANITATION PROJECTS FOR THE DEPARTMENT OF
EDUCATION: LIMPOPO PROVINCE**

Tenderer:

Bid Price:

CIDB CRS Number:.....

CSD Registration number

CIDB GRADING: 3GB OR HIGHER

CLOSING DATE AND TIME: 13 AUGUST 2021 @11H00

Contents

THE TENDER	
PART T1: TENDERING PROCEDURES.....	
T1.1 - Tender Notice and Invitation to Tender.....	
PART T1: TENDERING PROCEDURES.....	
T1.2 - Tender Data	
PART T2: EVALUATION CRITERIA AND WEIGHTINGS	
T2.1 BID EVALUATION STAGE 2 – FUNCTIONALITY	
PART T2.2: RETURNABLE SCHEDULES	
Bidder Information (SBD 1)	
Declaration of Interest (SBD 4)	
Preferential Point Claim Form – BBBEE Status Level of Contribution (SBD 6.1)	
Declaration of Supply Chain Management Practices SBD8).....	
Certificate of Independent Bid Determination (SBD9).....	
Acceptance of Bid Conditions and Bidder’s Details	
THE CONTRACT	
PART C1: AGREEMENT AND CONTRACT DATA	
C1.1 - Form of Offer and Acceptance	
C1.2 - Contract Data	
C1.3 - Construction Guarantee	
PART C2: PRICING DATA	
C2.1 - Pricing Instructions	
PART C3: SCOPE OF WORK	
C3.1 – Scope of Work.....	
PART C4: SITE INFORMATION and drawings	
C4.1 – Site Information	
C4.2 – Drawings	

THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 - TENDER NOTICE AND INVITATION TO TENDER

LIMPOPO DEPARTMENT OF EDUCATION (LDOE)

BID NO: LDE/B 03/2021/22

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS:

T1.1 Tender Notice and Invitation to Tender

Limpopo Department of Education (LDOE), invites Professional team with a contractor for a turnkey solution project of Water and Sanitation Programme in Limpopo for the Limpopo Department of Education. **BID: NO.: LDE/B 03/2021/22**

Limpopo Department of Education (LDOE) commits itself to the advancement of Broad Based Black Economic Empowerment (B-BBEE).

Bid documents will be available on the department website [for downloading and queries should be directed as follows:-](#)

- ✓ Bidding process: the issue of these documents may be addressed to Mr Simon Moela:
Tel: (015) 290 79/ Email Address: MoelaSK@edu.limpopo.gov.za.
- ✓ Technical queries: Ms. Mashudu Rambau: Tel No (015)290 7603/
Email Address: rambauMM@edu.limpopo.gov.za.

The bid will be evaluated on using three stage system with stage one focusing on mandatory requirements, stage two focusing on responsiveness to the functionality criteria and stage three focusing on price and BBBEE as outlined in this bid document. Bidders who fail to obtain a minimum of **60 points** for functionality will not be considered further.

THE CLOSING TIME FOR RECEIPT OF TENDERS IS 11H00, ON FRIDAY 13 AUGUST 2021. Tenders should be submitted at the LDOE Offices (in the tender box) at No. 113 Biccard Street, Polokwane.

The Bid Box is situated on, LDOE Office at the above-mentioned address

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

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

PART T1: TENDERING PROCEDURES

T1.2 - TENDER DATA

T.1.2 BID DATA

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31828, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>
F.1.1	The employer is the Limpopo Department of Education .
F.1.2	<p>For this contract, the following documents will be adopted:</p> <p>The single volume procurement document issued by the employer comprises of the following:</p> <p>Bid</p> <p>Part T1: Bidding procedures</p> <p>T1.1 - Bid notice and invitation to tender</p> <p>T1.2 - Bid 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, Part C2: Pricing Data, Part C3: Scope of Works, and Part 4: Site Information.</p>
F.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorized and designated representative of the Employer.</p> <p>Name: Mashudu Rambau – 015 290 7603</p>
F.2.1	<p>Only those Bidders who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"> 1. The Bidder is a Firm. 2. Bidders that satisfy the criteria stated in the tender data and the tenderer or any of his principles is not under any restriction to do business with the employer.
F.2.7	N/A
F.2.8	Tenderers may request clarification of the tender documents by notifying the employer at least five (5) working days before the closing time and date stated in the tender data.
F.2.12	No alternative tender offers will be considered

F.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
F.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as consortiums shall state which of the signatories is the lead partner whom; the employer shall hold liable for the purpose of the tender offer.
F.2.13.5 F.2.15.1	<p>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:</p> <p>Location of tender box: Limpopo Department of Education Offices,</p> <p>Physical address: 113 Biccard Street, Polokwane.</p> <p>Identification details: Tenders are to be clearly marked with the name of the tender APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Tenderers are alerted that tender offers which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 180 calendar days.
F.2.28	A valid Tax Clearance / Compliance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors / Sub-consultants are involved, each party to the association must submit a separate Valid Tax Clearance / Compliance Certificate or a unique security personal Identification number)
F.3.4	Tenders will not be opened immediately after the closing time for tenders.
F.3.11.1	The procedure for the evaluation of responsive tenders is: Functionality followed by price and BBBEE

F.3.11	<p>Scoring Financial Offer:</p> <p>Tender offers will be scored using the following formula: $N_{FO} = P_m/P \times W_1$</p> <p>where</p> <p>$N_{FO}$ = number of tender evaluation points awarded for the financial offer.</p> <p>W_1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1</p> <p>P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.</p> <p>where</p> <p>W_1 = the number of tender evaluation points for financial offer and equals:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000. <p>Scoring Preferences:</p> <p>Up to 10/20 points will be awarded to the tenderer who completes the preference schedule and who is found to be eligible for the preference claimed</p>
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T1 Mandatory Requirements

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

BID EVALUATION STAGE 1 – Mandatory Requirements

All Tenderers who submit responsive submissions and:

1) Mandatory Requirements:

- a) Main Contractor should have a CIDB contractor grading designation of **3GB** or higher.
- b) All Bidding entity must submit a valid proof of registration of the National Treasury's Central Supplier's Database;
- c) Bidding entity must have completed the all attached documents and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract;
- d) Bidding entity who do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- e) Bidding entity who have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;
- f) Certified copy of directors' identity documents not older than six months (NB: No copy of a certified copy will be accepted).

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

2) Additional Mandatory Requirements

a) Joint Venture or Consortium submissions are eligible; commissioner of oath must notarize Joint Venture Agreement.

b) Professional registration of the lead consultants must be as follows:

- Firms – Over 50% ownership must be held by professionally registered person or persons in the built environment as follows:
 - Project Manager: South African Council for Project and Construction Management Profession.
 - Architect: South African Council for the Architectural Profession.
 - Quantity Surveyor: South African Council for the Quantity Surveying Profession.
 - Structural Engineer: Engineering Council of South Africa
 - Civil Engineer: Engineering Council of South Africa

Method of verification will be as follows: Certified copy of a valid share certificate for PTY LTD

c) Certified copy of professional registration not older than three months. No copy of a certified copy will be accepted.

d) A consulting firm will render the following services and fees will be capped at **18%** of the contractor's tendered amount, which will be inclusive of disbursements:

- Quantity Surveying
- Architectural
- Civil/Structural Engineering
- Project Management including data capturing on EFMS
- SHEQ and Social Facilitation
- Geohydrology
- Geotechnical Engineering
- End User Education Training

e) Not appearing on the National Treasury's list of black listed entities

f) Key personnel of each professional discipline must be registered with relevant council.

- **Project Manager:** South African Council for Project and Construction Management Profession.
- **Architect:** South African Council for the Architectural Profession.
- **Quantity Surveyor:** South African Council for the Quantity Surveying Profession.
- **Structural Engineer:** Engineering Council of South Africa
- **Civil Engineer:** Engineering Council of South Africa

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

NOTE:

- All professionals must be in good standing with the relevant council, verification will be conducted during evaluation to validate registration, failing which the tender will be disqualified.
- The proposed professional should be available for the duration of the project and if any replacement has to be undertaken for whatever reason, the appointed firm has to obtain permission from the client. The Client reserves the right to accept or not to accept the proposed replacement.

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

3) All the following returnable schedules to be completed and signed by the bidding entity only:

Form of offer and acceptance offer
Pricing schedule for construction and professional Services
SBD 1
SBD 4
SBD 6.1
SBD 8
SBD 9

KINDLY NOTE THAT FAILURE TO SUBMIT AND OR COMPLETE THE REQUIRED DOCUMENTATION (AS PER PAR.1, 2 and 3 as ABOVE including completion of SBD 1, 4, 6.1, 8 and 9)

WITH THE TENDER WILL RESULT IN YOUR TENDER BEING REJECTED WITHOUT FURTHER CONSIDERATION.

4. Additional Information Required:

Originally certified copy of BBBEE Verification Certificate obtained from an entity registered with SANAS or ABVA preferable Level Three Contributor and above. *(In the case of a consortium and Joint venture, a Joint BBBEE certificate is required, but where sub-contracting or sub-consulting only the BBBEE of the bidding entity is required).*

PART T2: EVALUATION CRITERIA AND WEIGHTINGS

T2.1 – BID EVALUATION STAGE 2 – Functionality

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

T2.1 BID EVALUATION STAGE 2 – FUNCTIONALITY

All proposals will be evaluated in stage 2.1 and 2.2 combined before the final stage (Stage 3):

Stage 2.1 and Stage 2.2	Involves an evaluation of Functionality only – At this stage Bidders must score a minimum score of 60 points out of 100 points for functionality (services) before they will be evaluated in terms of preferential procurement points. Bidders that fail to score minimum of 60 points will be regarded as non-responsive and will not be evaluated further on Price B-BBEE points.
Stage 3	Preferential Procurement points (Price and B-BBEE)

Stage 2.1. Functionality Evaluation of the Contractor

GRADE 3GB OR HIGHER CRITERIA FOR FUNCTIONALITY 100 Points (60 POINTS MINIMUM)		POINTS	
A Experience on previous five projects in the past five years. (Please attach Appointment letter and Completion Certificate as evidence)		50	
NATURE OF PROJECT		25	
	Five and more General Building Projects as per CIDB categories	25	
	Four General Building Projects as per CIDB categories	20	
	Three General Building Projects as per CIDB categories	15	
	Two General Building Projects as per CIDB categories	10	
	One General Building Projects as per CIDB categories	05	
	No projects for General Building Projects as per CIDB categories	0	
VALUE OF PROJECT		25	
	Project as above equal or above R 700 000.00	25	
	Project as above exceeding R 500 000.00, below R 700 000.00	20	
	Project as above exceeding R 300 000.00, below R 500 000.00	15	
	Project as above exceeding R 200 000.00, below R 300 000.00	10	
	Project as above exceeding R 100 000.00, below R 200 000.00	05	
	Project as above below R 100 000.00 for General Building Projects as per CIDB categories	0	
B	Locality: A bidder must attach any of the following documents as a proof of the local address within Limpopo Province (The physical address in the following documents should be the same as provided in the SBD 1 and Central Supplier Database [CSD] Report)		10
	An original/ certified documentary proof (certified copies should not be older than three [3] months on the closing date of the bid) of the physical address bearing the names of the Bidder or Company's Director (s)		

	1) Municipal Account/Bill, which must not be older than three months or 2) Formal current Lease Agreement accompanied by a Lessor's Municipal account or Traditional Authority Letter or 3) Title deed or 4) Letter from a Traditional Authority not older than three months.		
	a) Within the District Municipality in Limpopo	10	
	b) Outside the District Municipality but within Limpopo	5	
	c) Outside Limpopo Province	0	
C	Project Resources currently working for the bidder, if proposed personnel not employed by the bidder, an affidavit should be attached. Failure to submit all required documents, no score will be allocated.		40
	C1. PROJECT MANAGER	15	
	Certified copy of not older than six months of the following documents, Academic Qualification, Council registration Certificate and ID. No copy of a certified copy will be accepted.		
	Professionally Registered (ECSA, SACAP, SACPCMP and / or SACQSP)	15	
	Candidate Registered (ECSA, SACAP, SACPCMP and / or SACQSP)	10	
	Non registration but with the following academic qualifications Diploma ,Degree or BTech in the Built environment	05	
	Non registration with no academic qualification	0	
	C2 SITE PERSONNEL REQUIRED	25	
	Certified copy of not older than six months from closing date of the following documents, Trade Test Certificate and ID copy, no copy of a certified copy will be accepted. Failure to submit all required documents, no score will be allocated.		
	1. BRICKLAYER 2. PLUMBER 3. PLASTERER 4. PAINTER 5. CARPENTER 6. ELECTRICIAN		
	ALL SIX SUBMITTED	25	
	FIVE SUBMITTED	20	
	FOUR SUBMITTED	15	
	THREE SUBMITTED	10	
	TWO SUBMITTED	05	
	LESS THAN TWO	0	

2.2 ADDITIONAL FUNCTIONALITY EVALUATION CRITERIAL

2.2.1 Should one bidder score high on more than two projects, Bidders will be required to meet one of the minimum requirements as listed below to qualify for additional appointment:

1. Bidder should have a minimum functionality score of 90 Points.

2. Bidder should have two CIDB grading level above the highest appointed level required grading

PART T2.2: RETURNABLE SCHEDULES

Bidders Particulars (SBD 1)

PART A

SBD 1

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PART T2.2: RETURNABLE SCHEDULES

Declaration of Interest (SBD 4)

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 favoritism, 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 authorized 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 employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars.

.....

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

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 28 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date

.....
Position	Name of bidder

May 2011

PART T2.2: RETURNABLE SCHEDULES

**Preferential Point Claim Form – BBBEE Status Level of
Contribution (SBD 6.1)**

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 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;
- 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	80
B-BBEE status level of contributor	20
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.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmin = Price of lowest acceptable bid

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:

i) What percentage of the construction work will be subcontracted.....%

ii) What percentage of the professional services will be subcontracted.....%

iii) The names of the sub-contractors for construction work and their BBBEE status levels (*Not for evaluation purpose*):

- Sub-contractor1.....BBBEE Level.....EMR or QSE
- Sub-contractor2.....BBBEE Level.....EMR or QSE

- Sub-contractor3.....BBBEE Level.....EMR or QSE

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:

.....



PART T2.2: RETURNABLE SCHEDULES

Declaration of Supply Chain Management Practices SBD8)

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 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 National Treasury after the audi alteram partem rule was applied).	Yes _____	No _____
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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes _____	No _____
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 _____	No _____
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 _____	No _____
4.4.1	If so, furnish particulars:		

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

PART T2.2: RETURNABLE SCHEDULES

Certificate of Independent Bid Determination (SBD9)

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 *per 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NO: LDE/B 03/2021/22

**APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE
SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION
PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE**

in response to the invitation for the bid made by:
LIMPOPO DEPARTMENT OF EDUCATION (LDOE)
(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
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.
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

Acceptance of Bid Conditions and Bidder's Details

Bid No:

Name of Bidder :

Authorised signatory:

Name of Authorised
Signatory

Position of Authorised
Signatory

By signing above the bidder hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this bid.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

LIST OF PROJECTS: LDE/B 03/2021/22

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE:

BIDDERS TO SHOULD SELECT ANY PROJECT OF THEIR CHOICE TO BE TENDERED FOR AND COMPLETE THE RELEVANT BILL OF QUANTITY AND SUBMIT TOGETHER WITH THE RETURNABLE DOCUMENTS

NO.	NAME OF PROJECT	SCOPE OF WORK	CIDB GRADING
1)	Fobeni Secondary School	Construction of enviroloo toilet block type M2; M6; F6; F10 and external works	3
2)	Sara Primary School	Construction of enviroloo toilet block type M6; F6; F10; GR3; GR4 and external works	3
3)	Phayizani Secondary School	Construction of enviroloo toilet block type M4x2; F6; F10 and external works	3
4)	Robert Mbulungeni Secondary School	Construction of enviroloo toilet block type M2; M4; F6; F10 and external works	3
5)	Matondoni Primary School	Construction of enviroloo toilet block type M2; M6; F6x2; GR3; GR5 and external works	3
6)	Ratshiedana Senior Primary School	Construction of enviroloo toilet block type M2; M4; F6 and external works	3
7)	Mabake Secondary School	Construction of enviroloo toilet block type M2; M6; F6 and external works	3
8)	Tlhakanang Secondary School	Construction of enviroloo toilet block type M2; M4x2; F10 and external works	3

THE CONTRACT

NB:

**THIS DOCUMENT SHOULD BE COMPLETED
FOR EACH PROJECT TENDERED FOR.**

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 - FORM OF OFFER AND ACCEPTANCE

LIMPOPO DEPARTMENT OF EDUCATION (LDOE)

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: APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE: LDE/B 03/2021/22

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 Date
Name
Capacity

for the tenderer

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

Name and
signature
of witness

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 1 to 4 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 representative (whose details are given in the contract data) to arrange the delivery of any contractor's bonds, guarantees, proof of insurance, professional insurances of the professional team 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 original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now bidding entity) 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 Date

Name

Capacity

for the
Employer: LIMPOPO DEPARTMENT OF EDUCATION
113 BICCARD
STREET,
POLOKWANE

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 authorized 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.

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 - CONTRACT DATA

LIMPOPO DEPARTMENT OF EDUCATION (LDOE)

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE

C1.2 Contract Data

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

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement 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 JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause	Additions, deletions and alterations
--------	--------------------------------------

- | | |
|--------|---|
| 1.1 | Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:
AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.
BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.
CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.
CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.
CONTRACT DRAWINGS means the drawings listed in the Scope of Work.
CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.
SCHEDULE means the variables listed in the Contract Data. |
| 1.6.4 | Delete sub-clause 1.6.4 |
| 3.5 | Delete sub-clause 3.5 |
| 3.6 | Delete sub-clause 3.6. |
| 3.9 | Delete sub-clause 3.9 |
| 3.10 | Delete sub-clause 3.10 |
| 15.1.1 | Delete sub-clause 15.1.1 |
| 21 | Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following: |

The **bidding entity** shall appoint a **selected subcontractor** in accordance with the provisions of the Scope of Work.

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."
- 32.12 Delete sub-clause
- 34.13 Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"
- 40.0 (41) Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:
- 40.1# Should any dispute between the **employer** and the bidding entity on the other arises out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3# If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.
- 12.1 (41.0) Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace "**contractor**" in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with "The party responsible in terms of 12.1"
- 12.2 (41.0) Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read "Where the **contractor** is responsible for insurances, the **contractor** shall"
- 11.1 (41.0) Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.
- 41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

- 41.0 Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**
- 41.0 Delete in the **state** sub-clause 10.3. Sub-clause 10.3 of the non-**state** clauses will apply to the **Contract**
- 41.0 Add sub-clause 32.15 and 34.3 to 5.1.2
- 41.0 Add in the following clause to 41.0
- Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer** or the **bidding entity**, or for any reason whatsoever, the **bidding entity** shall on written instruction, discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

Part 1: Contract Data completed by the Employer

1. Clause	2. Item and data
3. 42.1	CONTRACTING AND OTHER PARTIES
42.1.1	The Employer is the Limpopo Department of Education
[1.2]	The address of the Employer is: 113 Biccard Street, Polokwane. Telephone: 015-290-7603 Facsimile: Address (physical): 113 Biccard Street, Polokwane. Address (postal):
4. 42.2	7.
5.	8. Contract Details
6. 42.2.1	9. The Works comprise: APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND
10. 42.2.2	11. The Site comprise: The existing premises comprises Classrooms and Administration Blocks. The tenderer should familiarize himself with the site before pricing the document.
42.2.3 [22.2]	The Works or installations to be undertaken by direct contractors comprises: N/A

31.11.2	<ul style="list-style-type: none"> • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is not to be effected by the contractor
11.2	<ul style="list-style-type: none"> • Payment will be made for materials and goods
31.4.2	<ul style="list-style-type: none"> • Dispute determinations shall be by arbitration
40.2.2	
26.1.2	<ul style="list-style-type: none"> • Extended defects liability period will apply to the following elements: <ul style="list-style-type: none"> o General building work : 6 months o Electrical installation : 6 months unless stated otherwise o Mechanical installation : 6 months unless stated otherwise o Civil works : 6 months unless stated otherwise <p>Any leakages to roofs or damage caused as a result thereof within six (6) months after completion of the work due to poor materials or competency of workmen, shall be repaired by the contractor at his cost. If no heavy rainfall is experienced during the aforesaid period, such period will be extended until sufficient heavy rainfalls provide a test of competency.</p>
42.2.5 [15.2.1]	<p>Possession of the site is to be given within fourteen days after the contractor provided the employer with the construction guarantee in accordance with the provisions of 14.0</p>
42.2.6 [15.3]	<p>The period for the commencement of the works after the contractor takes possession of the site is 7 working days.</p>
42.2.7	<p>For the works as a whole: The date for practical completion is <u>6(Six)</u> MONTHS AFTER DATE OF ACCEPTANCE EXCLUSIVE OF ALL STATUTORY AND BUILDER'S HOLIDAYS The penalty per calendar day will be determine as per contract conditions.</p> <p>For the works in sections: N/A</p>

12.	42.2.9	The law applicable to the agreement shall be that of the Republic of South Africa.
13.	[1.2]	
14.		
15.	42.3	Insurances
16.	42.3.1	Contract insurance to be effected by the contractor
[10.1,10.2,12.1]		
17.	42.3.1	Contract works insurance is to be effected by the contractor for a sum not less than the contract sum with a deductible in an amount that the contractor deems appropriate.
[10.1,10.2,12.1]		
18.	42.3.2	The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
[10.1,10.2,12.1]		
19.	42.3.3	Public liability insurance to be effected by the contractor for the sum of R 10 000 000.00 per claim.
20.	[11.1,	
21.]		
21.	42.3.4	Support insurance to be effected by the contractor for the sum ofN/A.....with a deductible in an amount that the contractor deems appropriate.
22.	11.2, 12.1	
23.		
24.	42.4	Documents
25.	42.4.1 [3.3,	A waiver of the contractor's lien or right of continuing possession is required.
15.1.3, 31.16.2]		
26.	42.4.2	Three copies of the construction document are to be supplied to the contractor free of charge.
27.	[3.7]	
28.	42.4.3	Bills of Quantities/lump sum documents schedule of rates should be drawn up in accordance with Standard System of Measurement Building Work – 1999 edition
29.		
30.		
31.	42.4.4	Elemental Estimate (Elemental Bill) document are to be submitted with this tender.
32.	[15.1.1]	
42.4.5		JBCC Engineering General Conditions are not to be included in the contract document.
[3.4]		
33.		
42.4.6		The contract value will not be adjusted using CPAP indices.
34.	[31.5.3]	Where applicable the base month for the application of CPAP is the month in which the tender closed.
35.	[31.3]	There is no latest day of the month for the issue of an interim payment certificate.
36.	14.5	The employer will provide advanced payments against an advanced payment guarantee
37.	14.4	The construction guarantee is to be a fixed guarantee in an amount of 7.5% of the contract sum.

Part 2: Contract Data completed by the Bidding Entity

38.	Clause	39.	Item and data
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40.	1.2		The name of the Bidding Entity is. The address of the Bidding Entity is: Telephone: Facsimile: Address (physical): Address (postal):
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PART C1: AGREEMENT AND CONTRACT DATA

C1.3 - CONSTRUCTION GUARANTEE

LIMPOPO DEPARTMENT OF EDUCATION (LDOE)

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address
.....

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **LIMPOPO DEPARTMENT OF EDUCATION (LDOE)**

Contractor means

Agent means **Representative of LDOE**

Works means **APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT
ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF
WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION:
LIMPOPO PROVINCE**

Site means **ON EXSTING SCHOOLS PREMISES WITH LERNING ACTIVITIES, LIMPOPO**

Agreement means the **JBCC Series 2000 Principal Agreement** Contract Sum i.e. the total of
prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words
(Rand)

1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 7.5 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at Date
....

Guarantor's		Guarantor's
Signatory 1	Signatory 2
.....	
Witness 1	Witness 2
.....	

Guarantor's seal or stamp

PART C2: PRICING DATA

C2.1 - Pricing Instructions

C2.1 PRICING INSTRUCTIONS

PRICING INSTRUCTIONS AT TENDER STAGE

- 1 The Consortium or JV or Firm's Architect together with the Engineer's to further develop the attached drawings to stage 4 or acceptable level.

In Addition to Project Management Services, the following services will be required:

- Architectural Services
 - Civil/Structural Services
 - Geotechnical Services
 - Geohydrotechnical Services
 - Land Survey Services
 - Quantity Surveying Services
 - Health and Safety Services
 - Environmental Assessment Services
-
- Professional fees and disbursements will be charged as a percentage of the contract sum and must be included as part of the bid price. ***(please refer to the Final Summary of the Bills of Quantities)***.

PRICING INSTRUCTIONS AFTER APPOINTMENT (POST APPOINTMENT)

- 2 The Bills of Quantities are 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:

- 3 The agreement will be based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables will be applicable in order to accommodate turnkey solution (design and build).
- 4 Preliminary and general requirements are based on the JBCC Series 2000 Code 2103, May 2005 Addition preliminaries for the use of JBCC Series 2000. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 5 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 6 The drawings used for the setting up of these Bills of Quantities to be kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 7 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.
- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 9 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

- 10 The 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.
- 11 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.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
 - a) 10 percent is fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related.
- 14 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.

- 15 JBCC PBA Contract document to be signed upon agreement on the Bills of Quantities. Note: **this does not affect the tender price**

PART C3: SCOPE OF WORK

C3.1 – Scope of Work

SCOPE OF WORKS

APPOINTMENT OF SUITABLE FIRM OF CONTRACTORS IN THE BUILT ENVIRONMENT FOR THE SUPERVISION, ADMINISTRATION AND CONSTRUCTION OF WATER AND SANITATION PROJECTS FOR THE DEPARTMENT OF EDUCATION: LIMPOPO PROVINCE. An over view of resources required is as follows:

- *Project Manager*
- *Architect*
- *Quantity Surveyor*
- *Structural Engineer*
- *Civil Engineer/ Geohydrologist/Geotechnical Engineers*
- *Electrical Engineer*
- *Health and Safety Consultant*

PART C4: SITE INFORMATION AND DRAWINGS

C4.1 – Site Information

(REFER TO BILL OF QUANTITIES PER PROJECT)