

**PROVINCIAL ADMINISTRATION OF KWAZULU-NATAL  
DEPARTMENT OF PUBLIC WORKS**



**KWAZULU-NATAL PROVINCE**

**PUBLIC WORKS & INFRASTRUCTURE  
REPUBLIC OF SOUTH AFRICA**

**QUOTATION DOCUMENT**

With JBPC Minor Works Agreement - 4th Edition

for projects R 1 to R 1000 000

**SERVICE DESCRIPTION :**

**DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA  
COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS  
IN THE FACILITY.**

**Employer:**

Head: Public Works (Department of Public Works: Province of KwaZulu-Natal)

KZN Department of Public Works  
Private Bag X9041  
**PIETERMARIZBURG**  
3200

**Contact :**

**Project Leader:** Mr PP Mngomezulu  
**Telephone number:** 076 053 7224  
**WIMS No.:** 054920  
**Quotation Number:** ZNTD06134W  
**CIDB Registration Number:** \_\_\_\_\_  
**Central Suppliers Database No.:** \_\_\_\_\_

**Regional \ District Office:**

Ilembe District Office  
1 Saunders Street  
**KwaDukuza**  
4449  
**Tel No:** 033 260 3800  
**Fax No:** 032 481 2935  
**Contract Period (03) Months**

PLEASE NOTE THAT THIS QUOTATION IS SUBJECT TO THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD ACT, (ACT NO. 38 OF 2000) AND ANY AMENDMENTS THERETO INCLUDING BOARD NOTICES, AND REGULATIONS PROMULGATED IN TERMS OF THE ABOVE MENTIONED ACT), AND THE STANDARD CONDITIONS OF QUOTATION AS CONTAINED IN ANNEXURE "C" OF THE STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT. IT IS ALSO SUBJECTED TO KWAZULU-NATAL: PROVINCIAL TREASURY SUPPLY CHAIN MANAGEMENT POLICY (DEC 2005) AND THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT 85 OF 1993 AND THE CONSTRUCTION REGULATIONS OF FEBRUARY 2014, AS AMENDED FROM TIME TO TIME.

**4. PART C2: PRICING DATA**

C2.1	Pricing Instructions	1
C2.2	Pricing Schedule	2
C2.3	Preliminary and General - EPWP (If applicable)	
C2.4	Preliminary and General - EPWP Beneficiary (If applicable)	

**5. PART C3: SCOPE OF WORKS**

C3.1	Scope of Works	2
C3.2	Specifications for HIV\STI Awareness	3
C3.3	HIV\STI Compliance Report	2
C3.4	EPWP Scope of Works (If Applicable)	5

**6. PART C4: SITE INFORMATION**

C4.1	Site Information	1
C4.2	EPWP Employment Contract (Refer to Annexure 10)	

**7. DRAWINGS**

C5.1	List of Drawings	2
------	------------------	---

**8. ANNEXURES**

Annexure 1	Model Preambles for Trades 2008	49
Annexure 2	General Electrical Specifications	
Annexure 3	Lightning Protection Specifications	
Annexure 4	Map of submission locations	1
Annexure 5	Joint Venture Agreement	
Annexure 6	Occupational Health and Safety Specification	
Annexure 7	Health and Safety Bill of Quantities	
Annexure 8	Builders Lien	
Annexure 9	Additional Specification - EPWP Beneficiary	
Annexure 10	EPWP Employment Contract	
Annexure 11	Attendance Register - Infrastructure and Other projects	
Annexure 12	EPWP Data Collection tool for Phase 3 system	
Annexure 13	Geotechnical Investigation Report (If applicable)	

**IMPORTANT NOTICE TO BIDDERS**

These forms are for internal and external use for the Department of Public Works, Province of KwaZulu-Natal.

The Total (Including Value Added Tax) on the Pricing Schedule must be carried to the "Offer" part only of the Form of Offer and Acceptance - C1.1

"Enterprise" shall mean the legal Quoting Entity or Bidder who, on acceptance of the Offer, would become the contractor

<input checked="" type="checkbox"/>	Contractors Health & Safety Declaration (T2.6)
<input checked="" type="checkbox"/>	Compulsory Enterprise Questionnaire (T2.2)

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER: \_\_\_\_\_

POSTAL ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

CELLPHONE NUMBER: \_\_\_\_\_

FACSIMILE NUMBER CODE : \_\_\_\_\_ NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

VAT REGISTRATION NUMBER: \_\_\_\_\_

TAX COMPLIANCE STATUS (TCS) PIN TO VERIFY ON LINE COMPLIANCE SUPPLIER STATUS YES ☐ or NO ☐  
VIA SARS E - FILING.

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? YES ☐ or NO ☐

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

[Tick Applicable Box]

A Verification Agency Accredited by the South African Accreditation System (SANAS); OR

☐

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? [If yes, enclose proof]

YES ☐ or NO ☐

This quote will be evaluated according to the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations; 2022

**Please note the following for POPIA:**  
**By submitting this tender, I hereby acknowledge consent that the KZN Department of Public Works, may, from time to time, collect/store/use/destroy/delete/share or otherwise process my Company and Director's/Shareholders personal information as the context or circumstances may require and as contemplated in terms of POPIA. ☐ (TICK)**

☒ 80/20 Preference point scoring system

- 1 The successful bidder will be required to fill in and sign a written Contract Form.
- 2 Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.
- 3 **The documentary proof required to satisfy the points claimed for specific goals in terms of this tender, are duly indicated on the table (1) above.**
- 4 The bid box is open during official working hours.
- 5 All Bids must be submitted on the official forms – (Not to be re-typed)
- 6 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE JBCC Series 2000 Edition 4 Minor Works (August 2007) Conditions of contract AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

#### **COLLECTION OF QUOTATION DOCUMENTS:**

Quotation documents may be collected during working hours at the following address :

Department Of Public Works, KwaDukuza, iLembe District Office at the time indicated on T1,1 Bid Notice and invitation to Quote.

Documents may be collected during working hours between 9h00 to 12h30 and 13h00 to 15h30.

#### **BRIEFING MEETING**

A Compulsory pre-Quotation briefing meeting with representatives will take place at:

**N/A**

on: **N/A**

T1.2 QUOTATION DATA			
<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.</b>		
<b>Project Code:</b>	<b>054920</b>		
<b>Quotation no:</b>	<b>ZNTD06134W</b>	<b>Closing date:</b>	<b>11/08/2025</b>
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>84 Calendar Days</b>
<b>Clause number:</b>			
	<p>The conditions of Quotation are the Standard Conditions of Tender as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts as per Board Notice <b>423 of 2019</b> in Government Gazette <b>42622 of 8 August 2019</b> as amended from time to time. (see <a href="http://www.cidb.org.za">www.cidb.org.za</a>) Refer to Conditions of Tender as bound into this document.</p> <p>The Standard Conditions of Tender make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation 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 marked "C" in the above mentioned Standard Conditions of Tender.</p> <p>The Joint Building Contracts Committee (JBCC's Minor Works - 4th Edition) agreements will apply and any clauses referred to will be prefixed with JBCC.</p> <p>The conditions of quotation are also subject to the Treasury Regulations 16A and the KwaZulu Natal Supply Chains Management Policy Framework.</p> <p>The reference to the word "Tender" in the Standard Condition of Tender shall be construed to mean "Quotation:".</p>		
<b>C.1.1</b>	The employer is the Head: Public Works (Department of Public Works-Province of KwaZulu-Natal)		
<b>C.1.2</b>	The quotation documents issued by the employer comprise:		
	<b>Part 1: Quotation procedures</b>		
	T1.1	Bid Notice and Invitation to Quote (T1.1)	
	T1.2	Quotation Data (T1.2)	
	T1.3	Annexure C - Standard Conditions of Quote (T1.3)	
	T1.4	Annexure to Notice and Invitation to Quote (T1.4)	
	<b>Part 2: Returnable documents</b>		
	T2.1	List of returnable documents	
	T2.2	Compulsory Enterprise Questionnaire (T2.2)	
	T2.3	Authority to sign Quote (T2.3)	
	T2.4	Financial Standing and other Resources of Business Declaration (T2.4)	
	T2.5	Equipment Schedules applicable (T2.5)	
	T2.6	Contractors Health & Safety Declaration (T2.6)	
	T2.7	Site Inspection Certificate (T2.7)	
	T2.8	Proof of UIF Registration (T2.8)	
	T2.9	Preference Points Claim Form (T2.9)	
	T2.10	Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via e-filing (T2.10)	
	T2.11	Proof of Paid Municipal Rates and Taxes (T2.11)	
	T2.12	Proof of good standing with the Compensation Commissioner - In terms of Section 84(1)(b) of the Compensation for Occupation Injuries and Disease Act, 1993, a Bidder may not be awarded a contract if he/she is not registered and in good standing with the Commissioner (T2.12)	
	T2.13	Contract Form - Purchase of Goods/Works-Part 1 (T2.13)	
	T2.14	Contract Form - Purchase of Goods/Works-Part 2 (T2.14)	
	T2.15	Bidder's Disclosure - SBD4 (T2.15)	
	T2.16	Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	
	T2.17	Base Line Risk Assessment (T2.17)	
	T2.18	Capacity of Bidder (T2.18)	
	T2.19	Functionality Criteria (T2.19)	
	T2.20	Invitation to Bid - SBD 1 (T2.20)	
	<b>CONTRACT</b>		
	<b>Part C1: Agreements and Contract Data</b>		
	C1.1	Form of Offer and Acceptance (C1.1)	
	C1.2	Contract Data (C1.2)	

<b>Quotation no: ZNTD06134W</b>	
<b>C.2.10.3</b>	The Bidders must provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
<b>C.2.11</b>	The Bidder must not make any alterations or additions to the quotation documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations. Erasures and the use of the masking fluid are prohibited.
<b>C.2.12</b>	Alternative Offers may not be considered
<b>C.2.13</b>	To provide the whole of the Works as per the Scope including Electrical
<b>C.2.13.5</b>	The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are as per <b>T1.1 Bid Notice and Invitation to Quote</b> .
<b>C.2.15</b>	The closing time for submission of Quotation offers is as per <b>T1.1 Bid Notice and Invitation to Quote</b> .  Telephonic, telegraphic, telex, facsimile or emailed quotation offers will not be accepted.
<b>C.2.16</b>	The quotation offer validity period is 84 calendar days.
<b>C.2.16.2</b>	The Bidder must, if requested by the employer, consider extending the validity period stated in the Quotation Data for an agreed additional period.
<b>C.2.17</b>	The Bidder must provide clarification of a quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the quotation offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.
<b>C.2.23</b>	The Bidder is required to submit with this quotation a Certificate of Contractor Registration issued by CIDB or a copy of the application for registration (Form F006) and Tax Compliance Status (TCS) PIN to verify on line compliance supplier status via SARS e-filing.
<b>C.3.3</b>	Quotation offers received after the closing time stated on the Quotation Data, must be returned unopened, (unless it is necessary to open a quotation submission to obtain a forwarding address).
<b>C.3.4.2.</b>	The employer must announce at the opening held immediately after the opening of quotation submissions, at a venue indicated in the Quotation Data, the name of each Bidder whose quotation offer is opened, the total of his prices and time for completion.
<b>C.3.7</b>	The employer must determine whether there has been any effort by a Bidder to influence the processing of quotation offers and instantly disqualify a Bidder (and his quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
<b>C.3.8</b>	<p>The employer must determine, on opening and before detailed valuation, whether each quotation offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of the Conditions of Quotation.</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the quotation documents.</li> </ul> <p>A responsive Quotation is one that conforms to all the terms, conditions and specifications of the quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the Works, services or supply identified in the Scope of Work or</li> <li>b) significantly change the Employers or the Bidders risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other Bidders presenting responsive Quotations, if it were to be rectified.</li> </ul> <p>Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>

### C.1.3 - Annexure C - Standard Conditions of Quotation

Note: Where this document refers to tenderer or tender it shall be read as bidder or bid.

#### C.1 General

##### C.1.1 Actions

- C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently and comply with all legal obligations and not engage in anticompetitive practices.
- C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderer's shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

- C.1.3.1 The **tender data** and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- C.1.3.2 These conditions of tender, the **tender data** and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.
- C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:
- a) **conflict of interest** means any situation in which:
    - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
    - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
    - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
  - b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

##### C.1.4 Communication and employer's agent

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

##### C.1.5 Cancellation and Re-Invitation of Tenders

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

**C.2.1 Eligibility**

- C.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the **tender data** and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- C.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or

**C.2.2 Cost of tendering**

- C.2.2.1** Accept that, unless otherwise stated in the **tender data**, the employer will not compensate the tenderer for any
- C.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

- C.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the **tender data**.
- C.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the **contract data**.
- C.2.10.4** State the rates and prices in Rand unless instructed otherwise in the **tender data**. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**



**C.2.16.4** Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

**C.3 The employer's undertakings**

**C.3.1 Respond to request from the tenderer**

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

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

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

**C.3.2 Issue Addenda**

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

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

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

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

#### **C.3.10 Clarification of a tender offer**

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

#### **C.3.11 Evaluation of tender offers**

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

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

##### **C.3.11.1 General**

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

##### **C.3.12 Insurance provided by the employer**

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

##### **C.3.13 Acceptance of tender offer**

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

- a) Is not under restrictions, or has principals who are under restrictions, preventing participating in procurement,

## **T1.4. Annexure to Notice and Invitation to Quote**

### **REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information.

Prospective suppliers will be able to self - register on the CSD website: [www.csd.gov.za](http://www.csd.gov.za)

Once the supplier information has been verified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated.

Suppliers can provide their CSD supplier number and unique security code to organs of state to view their verified CSD information.

Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder:

<b>Name of Supplier</b>	
<b>Central Supplier Database (CSD) Supplier Number:</b>	

### **REGISTRATION ON THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTER OF CONTRACTORS**

In terms of the Construction Industry Development Board Act ( CIDB) ( Act No. 38 OF 2000) all contractors must be registered on the register of contractors. For registration CIDB can be contacted as detailed below:

Private Bag X14  
Brooklyn Square  
75  
Pretoria

Helpline: 0860-103-353

Website : <http://www.cidb.org.za>

In the case of a Tender by a Joint Venture, certified copies of proof of Good Standing with the Compensation Commissioner in respect of each party to the Joint Venture must be attached to this page

### 3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Form of Offer and Acceptance (C1.1)	3 Pages	Yes	
Contract Data (C1.2)	5 Pages	Yes	
Pricing Schedule (C2.2)	2 Pages	Yes	
	Pages	No	N/A

### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Quotationer to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the Quotation)

Quotation document name	Number of pages issued	Returnable document	
Client's Specific requirement for the Contractor's detailed OHS plan (T2.16)	Pages	N/A	N/A
Functionality Criteria (T2.19)	Pages	N/A	N/A

### 5. DOCUMENTS REQUIRED FOR THE EVALUATION OF FUNCTIONALITY

(Bidder to Insert a tick (✓) in the "Returnable document" column to check which documents he/she returned with the bid)

Bid document name	Returnable	
Proof of working capital of at least 25% of project value	N/A	N/A
Letters of credit reference from suppliers and credit limits to be stipulated with supporting documents	N/A	N/A
Annual/Audited Financial Statement/Management Account/Income and Expenditure Statements	N/A	N/A
Detailed schedule of resources at all levels	N/A	N/A
Schedule of years of experience on similar projects	N/A	N/A
Schedule of experience on projects of similar value and duration (Past 3 years) – letters of award to be attached and practical completion certificate for all work completed in the preceding 3 years	N/A	N/A
Demonstrated ability to work on an accelerated programme	N/A	N/A
Experience in projects that have operational challenges i.e. public interface	N/A	N/A
Tenderer's Project Management Structure and Organogram and Experience of Resources Proposed for the Project	N/A	N/A
Submission of a detailed organogram	N/A	N/A
All key project resources have more than (5) years' experience in the construction industry. All key project resources have experience in projects of a similar value and nature	N/A	N/A
Detailed CV. Traceable reference. Certificates of qualified professionals in their full employment to be attached.	N/A	N/A
Detailed CV of each team member (Category) and Traceable references to be detailed	N/A	N/A
All key project resources are dedicated full time for the duration of the project including proof of UIF contributions	N/A	N/A
Tenderer to demonstrate key/resource deployment over the various work package	N/A	N/A
Letter from a registered financial institution confirming intention to issue a provision of a guarantee	N/A	N/A
Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.	N/A	N/A
Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)	N/A	N/A
Material storage, handling and distribution	N/A	N/A
Productivity, programming, resource investment, progress tracking, corrective action plans, etc.	N/A	N/A
Programme and progress reporting, including tracking of long lead procurement items	N/A	N/A
OHS Management, compliance and reporting	N/A	N/A
Site documentation control, filing and archiving	N/A	N/A
Queries and information required approach	N/A	N/A
Procurement of outsourced resources e.g. sub-contractors	N/A	N/A

Quotations:  
R 1 - R1 000 000

Department of Public Works: KZN  
Effective Date: 16 JANUARY 2023  
Version:8

- ii) 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;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>			
<b>Position</b>			
<b>Enterprise name</b>			

## T2.4 FINANCIAL STANDING AND OTHER RESOURCES OF BUSINESS DECLARATION

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.</b>		
<b>Bid no:</b>	<b>ZNTD06134W</b>	<b>Project Code:</b>	<b>054920</b>

**ATTACH COMPANY PROFILE TO THIS PAGE IF ALL THE RELEVANT INFORMATION REQUESTED ON THIS FORM  
IS DEALT WITH IN SAID COMPANY PROFILE**

- (a) Based on the track record determined on the Minimum Average Annual Turnover coupled to the assessed Works Capabilities of Contracting Enterprises, the Construction Industry Development Board (CIDB) awards Grading Designations and accordingly registers it on the system.  
This confirms that a Contractor has, at the time of registration, in the absence of any supply side interventions, sufficient working capital to commence the Works for a single contract and render due performance.
- (b) However, it regularly occurs that a Contractor will at the same time submit Bids for a number of projects that are advertised during an overlapping period. Moreover, the Contractor may be busy with a Contract that is of the registered CIDB Grading Designation (value) or is even attending to a number of smaller valued Contracts.
- (c) It therefore becomes the prerogative of a Bidder in such instances to prove to the Department that the Enterprise has the capacity in every respect to attend to more than one (1) contract at a time.
- (d) A Bidder who wishes to be considered for this Bid Contract award, over and above other Bids that they have submitted, shall submit when requested by the DoPW the necessary proof that:
- (i) he/she has access to additional finance (inclusive of a PERFORMANCE GUARANTEE BY A REGISTERED FINANCIAL INSTITUTION),
  - (ii) he/she has additional Human Recourses available to successfully complete this project.
  - (iii) he/she has adequate Equipment, Plant and Machinery that all of the above can, undoubtedly, be sourced for this Bid. (Please submit to the DoPW the name and contact details of the supplier if the Bidder is going to hire Equipment, Plant or Machinery, when requested.)

I, the undersigned, \_\_\_\_\_

(name of person authorized to sign on behalf of the Bidder)

understand that it is the responsibility of the Bidder to prove and provide when requested by the DoPW, evidence of the good Financial Standing of the Business to complete the Contract successfully.

Furthermore, it is understood that failure to provide when requested by DoPW, at least the information as stated in paragraphs (d)(i)(ii) AND (iii) above will not enable the Evaluation Team to assess the CURRENT financial standing of the Business and the failure to provide said information when requested will, therefore, invalidate the Bid.

I accept and understand that the Department of Public Works, as representative of the Provincial Administration of KwaZulu-Natal in this Bid, may act against me and the Bidder, jointly and severally, should this declaration and/or any information provided be found to be false.

Duly signed at..... on this the..... day of..... 201...

\_\_\_\_\_  
Full Name of Signatory

\_\_\_\_\_  
Name of Enterprise

\_\_\_\_\_  
Capacity of Signatory

\_\_\_\_\_  
Signature of authorised representative

**Project Code: 054920**

## EQUIPMENT SCHEDULES

### TECHNICAL DATA: UNINTERRUPTABLE POWER SUPPLY UPS

Manufacturer	
Model	
Frequency	
Harmonic Distortion Reduction	
Operating Temperature	
Range of Protection – Lightning Strike	
KVA	
Maximum current, cooling mode	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No

### TECHNICAL DATA: PARCEL X-RAY UNITS

Manufacturer	
Model	
Dimension /Size	
Resolution	
Zoom ranges	
External Radiation Levels	
Standard Compliance	
Electrical nominal voltage	Volts
Monitor Type and size	
Agent	
Telephone no of Agent	
Brochure enclosed	Yes/No

Quotations:  
R 1 - R1 000 000

Department of Public Works: KZN  
Effective Date: 16 JANUARY 2023  
Version:8

**Project Code: 054920**

## **EQUIPMENT SCHEDULES**

### **TECHNICAL DATA: PARAPLEGIC LIFT**

Manufacturer	
Panel thickness	
Load	
Stops	
Car Size	
Door Opening	
Door Type	
Speed	
Type of Drive	
Speed Control	
Type of Car and Landing Buttons	
Type of Landing Door Frames	
Type of Door	
Internal Finishes	
Pit	
Head Room	
Battery Type	
Method of joining panels	
Floor construction	
Standard Compliance	
Agent	
Telephone number of Agent	
Brochure enclosed	Yes/No



## **T2.6 CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION**

<b>Project title:</b>	<b>DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.</b>		
<b>Quotation no:</b>	<b>ZNTD06134W</b>	<b>Project Code:</b>	<b>054920</b>

### **INTRODUCTION**

In terms of Regulation 5(1)(h) of the Construction Regulations of February 2014 a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Bid.

### **DECLARATION**

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications attached to this document.
2. I hereby declare that my company and its employees has the necessary competency and resources to safely carry out the construction works under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
3. I hereby confirm that adequate provisions has been made in my Bid to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specifications.
4. I hereby undertake that if my Bid is accepted, to provide before commencement of the Works under the contract or as required by the Conditions of the Contract, a suitable and sufficiently documented Construction Safety, Health and Environmental Management Plan in accordance with Regulation 7(1)(a) of the Construction Regulations of February 2014, which shall be subject for approval by the Client.
5. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety Health and Environmental Management Plan has been approved in writing by the Client.
6. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
  - a) Client's Construction Safety, Health and Environmental Specification.
  - b) Approved Construction Safety, Health and Environmental Plan.
  - c) Occupational Health and Safety Act, Act 85 of 1993.
  - d) Construction Regulations of February 2014.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and the Construction Regulations of February 2014, and accept that my tender will be rejected.

Duly signed at..... on this the..... day of..... 20.....

Full Name of Signatory

Name of Enterprise

Capacity of Signatory

Signature of authorised representative of Quoter

## **T2.8 CERTIFIED PROOF OF VALID UIF REGISTRATION**

<b>Project title:</b>	DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.		
<b>Quotation no:</b>	<b>ZNTD06134W</b>	<b>Project Code:</b>	<b>054920</b>

**ATTACH A CERTIFIED COPY OF PROOF, THAT  
THE BIDDER IS IN GOOD STANDING WITH THE  
UIF TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

### **NOTE**

In the case of a Quote by a Joint Venture, certified copies of proof of Good Standing with the **UIF** in respect of each party to the Joint Venture must be attached to this page

"The contractor must submit proof of UIF Contributions made to the fund to the Principal Agent on a monthly basis for the duration of the contract.

Should the contractor default on his monthly payments, the Employer will pay the outstanding payments due and the contractor will be liable for payments made by the Employer on behalf of the contractor, plus any additional cost associated with this process."

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of Points allocated (90/10 system) (to be completed by the Organ of State)	Number of Points allocated (80/20 system) (to be completed by the Organ of State)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership by Black People		20		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company Registration Number .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

Quotations:  
R 1 - R1 000 000

Department of Public Works: KZN  
Effective Date: 16 JANUARY 2023  
Version:8

## **T2.11 PROOF OF PAID MUNICIPAL RATES & TAXES**

<b>Project title:</b>	DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.		
<b>Quotation no:</b>	<b>ZNTD06134W</b>	<b>Project Code:</b>	<b>054920</b>

**ATTACH PROOF OF PAID MUNICIPAL RATES  
& TAXES TO THIS PAGE FOR ADJUDICATION  
PURPOSES**

### **NOTE**

In the case of a Quotation by a Joint Venture, proof of paid municipal rates and taxes for each member of the Joint Venture should be attached to this form.

## T2.13 CONTRACT FORM - PURCHASE OF GOODS/WORKS-Part 1

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Head: Public Works (Department of Public Works: Province of KwaZulu-Natal) in accordance with the requirements and specifications stipulated in bid number ZNTD06134W at the price/s quoted.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status (TCS) PIN;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for the Specific Goal/s as outlined in the Invite to Quote in terms of the Preferential Procurement Regulations 2022;
    - Bidder's Disclosure - SBD 4
    - Special Conditions of Contract;
  - (i) JBCC Minor Works Edition 4 - August 2007; and
  - (i) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT): \_\_\_\_\_  
CAPACITY: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME OF FIRM: \_\_\_\_\_  
DATE: \_\_\_\_\_

<u>Witnesses:</u>	
1.	_____
2.	_____
Date: _____	

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? YES/NO

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

Full Name	Identity Number	Name of State Institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

	<p>2) If the risk exists of a person in an excavation being enclosed in an event of a collapse the following will apply; shoring sufficient to prevent enclosure, any excavated material must be placed at least 1metre from the edge and at the maximum angle of repose to the horizontal.</p> <p>3) No excavation may affect the stability of any adjoining structure or road unless steps have been taken as identified by an Engineer or a Technologist.</p> <p>4) Adequate provisions must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain</p> <p>5) All excavations made by the Principal or Sub Contractors must be barricaded by means of solid barricading and barricading tape may only be used to make such barricading more visible</p> <p>6) If more than one excavation is present on site all excavations must be numbered to ensure effective inspection and control</p>
Demolition work	<p>1) To comply with CR (14) and the following;</p> <p>2) Demolition work may only start upon approval of the Demolition Plan by the Client or its duly appointed Agent</p> <p>3) In the event that a structure identified for demolition incorporates substances such as, lead or asbestos it must be performed within the requirements of the applicable legislative requirements</p>
Scaffolding	<p>1) To comply with CR(16) and the following;</p> <p>2) Scaffolding Inspectors and Scaffolding Erectors must be different individuals.</p> <p>3) Scaffold Harness must be used on Scaffolding, normal Harnesses may not be used on scaffolding</p> <p>4) Sufficient Scaffolding material e.g., tags, trapdoors etc. need to be on site as determined by the activities on site</p> <p>5) Scaffold bases may not be supported by materials such as bricks and chipboard. Suitable material needs to be used as per SANS 10085</p> <p>6) If more than one scaffold is present on site all scaffolds must be numbered to ensure effective inspection and control</p>
Construction vehicles and mobile plant	1) To comply with CR (23) and the following;
Electrical installations and machinery on construction sites	1) To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	1) To comply with CR (25)
Water environments	1) To comply with CR (26)
Housekeeping and general safeguarding on construction sites	<p>1) To comply with CR (27) and the following;</p> <p>2) Contractor to designate areas for placing refuse and rubble prior to being removed from site</p> <p>3) Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction.</p>



	6) The public must also be protected from falling debris and objects from the project site. Overhead protection shall be provided that will fully protect the public and be capable of withstanding the maximum forces that could be applied from potential falling objects. Special attention shall also be given to developing adequate means to protect against wind-blown debris and construction-related materials.
On Site Health and Safety Training & Induction	<p>1) The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health &amp; safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health &amp; safety file.</p> <p>2) The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health &amp; safety file. The above should also cover all sub-contractors that are onsite.</p> <p>3) All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.</p>
General Record Keeping	The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be present on site at all times. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	1) The Client or its duly appointed Agent shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	1) The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements:
	a. List of key competent personnel;
	b. Details of emergency services;
	c. Actions or steps to be taken in the event of the specific types of emergencies;
	d. Information on hazardous material/situations.

	2) Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Substances (HCS)	1) To comply with Hazardous Chemical Substances Regulations as published in Government Notice No. R. 1179 dated 25 August 1995.
	2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances
Asbestos	1) To comply with Asbestos Regulations as published in Government Notice No. R. 155 dated 10 February 2002.
	2) Removal to be done by an accredited asbestos contractor
	3) Proof of accreditation to be kept on site.
	4) Proof of safe systems of work
	5) Disposal certificate.
	6) Under no circumstances may asbestos be handed over to the community irrespective of shape or condition.
Fire Extinguishers and Fire Fighting Equipment	1) The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur.
	2) The appropriate notices and signs must be allowed for and be erected as required
	3) Contractors may not utilize fire protection equipment belonging to the Client without prior consent
Ladders and Ladder Work	1) The Principal Contractor must allow for and ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured and are placed at a safe angle.

	<p>a Drivers of vehicles must be instructed to avoid parking behind earth moving machinery in order to ensure that their vehicles are visible to the operators of earth moving machinery.</p> <p>b Right of way must be afforded to earth moving machinery at all times.</p> <p>c Vehicles must only be permitted to park, where possible, in designated areas</p>
Occupational Hygiene	<p>1) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.</p> <p>2) All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents</p> <p>3) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.</p>
Environmental Management	<p>1) The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act.</p> <p>2) The Principal Contractor must develop a waste management plan, implement and maintained it onsite</p> <p>3) Cement mixing to be done at a predetermined location on site which must include a solid, slab, and bunded edges to prevent runoff</p> <p>4) Contaminated run off water from the site must be treated such as to ensure that it does not pose a risk to the environment</p> <p>5) Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.</p> <p>6) The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly.</p> <p>7) Plans to deal with spillages must be in place and maintained.</p> <p>8) No waste materials (liquid or solid) may be disposed of in drains.</p> <p>9) No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees or any other person present on site.</p>
Alcohol and other Drugs	<p>1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor</p> <p>2) No person may be under the influence of alcohol or any other drugs while on the construction site.</p> <p>3) Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately.</p> <p>4) Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.</p>
	<p>5) Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.</p>

1.2. Provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets )

Machinery	Plant	Equipment	Vehicles

1.3. Workshops:

Address of Main Workshop:	Address of Regional Workshop (If Applicable):

Quotations:  
R 1 - R1 000 000

## 2. PARTICULARS OF THE BIDDERS CURRENT AND PREVIOUSLY COMPLETED COMMITMENTS:

### 2.1. Current private sector projects: (List the 5 projects closest to the contractor grading designation of this project)

1	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
2	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
3	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
4	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion
5	Project Name	Date of commencement
	Place (town)	Contract Amount (R)
	Reference / Contact person	Contract period
	Contact Tel. No.	Scheduled date of completion

**2.3. Previously completed projects: (List the 5 projects closest to the contractor grading designation of this project)**

<b>1</b>	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
<b>2</b>	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
<b>3</b>	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
<b>4</b>	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
<b>5</b>	Project Name		Date of commencement	
	Place (town)		Contract Amount (R)	
	Reference / Contact person		Contract period	
	Contact Tel. No.		Date completed	
Name of Bidder		Signature of authorised representative		Date

				2 Sub-points	Detailed CV of each team member (Category) and Traceable references to be detailed
				2 Sub-points	All key project resources are dedicated full time for the duration of the project including proof of UIF contributions
				2 Sub-points	Tenderer to demonstrate key/resource deployment over the various work package
				Sub-points	
				Sub-points	
4.	Tenderers ability to provide a Letter of Intent for the provision of a guarantee	Original letter of intent on a bank's letterhead.	5 Points	5 Sub-points	Letter from a registered financial institution confirming intention to issue a provision of a guarantee
				Sub-points	
				Sub-points	
5.	Methodology and Approach	Detailed method statement and programme to be submitted.	20 Points	3 Sub-points	Site establishment indicating proposed layout for all prescribed facilities, hoarding, etc.
				5 Sub-points	Resourcing strategy for the various work breakdown structures including resource deployment plan (PS)
				1 Sub-points	Material storage, handling and distribution
				3 Sub-points	Productivity, programming, resource investment, progress tracking, corrective action plans, etc.
				3 Sub-points	Programme and progress reporting, including tracking of long lead procurement items
				1 Sub-points	OHS Management, compliance and reporting
				1 Sub-points	Site documentation control, filing and archiving
				1 Sub-points	Queries and information required approach
				2 Sub-points	Procurement of outsourced resources e.g. sub-contractors
				Sub-points	
				Sub-points	
				Sub-points	

**PART A**

**INVITATION TO BID - SBD 1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KWA-ZULU NATAL DEPARTMENT OF WORKS**

<b>BID NUMBER:</b>	054920	<b>CLOSING DATE:</b>	11/08/2025	<b>CLOSING TIME:</b>	11:00
<b>DESCRIPTION</b>	DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (KWADUKUZA, ILEMBE DISTRICT OFFICE)

**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										
	<b>TCS PIN:</b>						<b>CSD No:</b>			
<b>B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (Tick YES or NO)</b>	Yes					<b>B-BBEE STATUS LEVEL SWORN AFFIDAVIT (Tick YES or NO)</b>	Yes			
	No						No			
If YES, State the name of the verification agency accredited by SANAS										
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes		NO			<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE</b>	YES		NO	
	<b>[IF YES ENCLOSE PROOF]</b>					<b>(IF YES ANSWER PART B:3 BELOW)</b>				
<b>SIGNATURE OF BIDDER</b>						<b>DATE</b>				
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>										
<b>TOTAL NUMBER OF ITEMS OFFERED</b>						<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>					
DEPARTMENT/ PUBLIC ENTITY	Department of Public works					CONTACT PERSON	Mr PP Mngomezulu			
CONTACT PERSON	Mrs N Sikhakhane					TELEPHONE NUMBER	076 053 7224			
TELEPHONE NUMBER	0665353992					FACSIMILE NUMBER	032 481 2935			
FACSIMILE NUMBER	032 481 2935					E-MAIL ADDRESS	Phumani.Mngomezulu@kznpw.gov.za			
E-MAIL ADDRESS	Nzisohe.sikhakhane@kznpw.gov.za									



## C1.1: FORM OF OFFER AND ACCEPTANCE

Quotation no: ZNTD06134W

### OFFER

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

**DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.**

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Quotation 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:

Amount (in words):	
Amount in figures:	R

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)			
Name (s)			
Capacity			
For the tenderer			
	(Name and address of tenderer)		
Name and signature of witness		Date	

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.

2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. Subject:

Details:

2. Subject:

Details:

3. Subject:

Details:

4. Subject:

Details:

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

1.7	The principal agent [1.2] is responsible for the preparation of the contract data schedule and must be contacted should the contractor be uncertain of the information provided or to be provided. Failure to complete the contract data schedule in full may result in the tender/quote being disqualified.
-----	--

<b>5.0</b>	<b>DOCUMENTS AND GENERAL</b>																			
<b>5.1</b> [4.5]	Construction document copies to be supplied to the contractor free of charge:	<b>3</b>	[No of]																	
<b>5.2</b> [4.1]	The contractor shall provide the priced document: Complete Schedule of rates is to be submitted on the day of the Quotation closing date (C2.2)	<b>"A"</b>	[Addendum No.]																	
<b>5.3</b> [1.8]	Changes made to JBCC standard documents:  Additions, deletions and alterations to the JBCC Minor Works Agreement: The following clauses is N/A to this contract: <table border="1"> <tr><td>Omit Clause 2.1 and 2.2; 2.4 to 2.7</td></tr> <tr><td>Omit Clause 3.4 and 3.5;</td></tr> <tr><td>Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6</td></tr> <tr><td>Omit Clauses 7.1.1</td></tr> <tr><td>Omit Clause 12.3.2;</td></tr> <tr><td>Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16</td></tr> <tr><td>Omit Clauses 14.9</td></tr> <tr><td>Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8</td></tr> <tr><td>Omit Clauses 16.1.1 and 16.4.7 and 16.4.8</td></tr> <tr><td>Omit Clauses 17.2.6 and 17.2.7</td></tr> <tr><td>In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."</td></tr> <tr><td>In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."</td></tr> <tr><td>In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."</td></tr> <tr><td>In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."</td></tr> <tr><td>See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.</td></tr> </table>	Omit Clause 2.1 and 2.2; 2.4 to 2.7	Omit Clause 3.4 and 3.5;	Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6	Omit Clauses 7.1.1	Omit Clause 12.3.2;	Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16	Omit Clauses 14.9	Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8	Omit Clauses 16.1.1 and 16.4.7 and 16.4.8	Omit Clauses 17.2.6 and 17.2.7	In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."	In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."	In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."	In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."	See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.	<b>Yes</b>	[Yes/No]	<b>"B"</b>	[Addendum No.]
Omit Clause 2.1 and 2.2; 2.4 to 2.7																				
Omit Clause 3.4 and 3.5;																				
Omit Clauses 5.1.1 and 5.1.2 and 5.1.5 and 5.1.6																				
Omit Clauses 7.1.1																				
Omit Clause 12.3.2;																				
Omit Clauses 13.6.1 and 13.6.3 and 13.8 and 13.13 to 13.16																				
Omit Clauses 14.9																				
Omit Clauses 15.1.1 and 15.1.5 and 15.3.7 and 15.3.8																				
Omit Clauses 16.1.1 and 16.4.7 and 16.4.8																				
Omit Clauses 17.2.6 and 17.2.7																				
In clause 13.9.1 replace "8% of such value to a limit of 4%.." with "10% of such value to a limit of 10%.."																				
In clause 13.9.2 replace "2% of the contract sum.." with "5% of the contract sum.."																				
In clause 13.11 replace "within 7 calendar days of date of issue.." with "within 21 calendar days of date of issue.."																				
In clause 4.1 replace "10 working days" with "submit the priced schedule of Quantities with the Returnable Schedules."																				
See paragraph 5.3 of C3.2 Specification For HIVAids Awareness - penalty of 0.04% of Contract Sum.																				
<b>5.4</b> [5.2.1]	Work to be undertaken by direct contractors:	<b>No</b>	[Yes/No]	<b>N/A</b>	[Addendum No.]															
<b>5.5</b> [5.1.7]	Interim payment certificate to be issued by:	<b>25</b>		[Date of Month]																
<b>5.5</b> [1.1] [6.2.9]	Schedule of Price cost Amounts (if applicable). The amounts in this schedule <u>are</u> to be included in the quotation amount: <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>						Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																		
1	N/A	N/A																		
2	N/A	N/A																		
3	N/A	N/A																		
<b>5.6</b> [1.1] [6.2.10]	Schedule of Employer allowances (if Applicable). This amounts in this schedule is for information purposes only and are <u>not</u> to be included in the quotation amount. <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>						Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																		
1	N/A	N/A																		
2	N/A	N/A																		
3	N/A	N/A																		
<b>5.7</b> [8.1.1] [5.2.1]	Schedule of work by direct subcontractors. Note: This schedule is for information purposes only and are <u>not</u> to be included in the quotation amount. Description and estimated values: <table border="1"> <thead> <tr> <th></th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>2</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>3</td> <td>N/A</td> <td>N/A</td> </tr> </tbody> </table>						Description	Amount	1	N/A	N/A	2	N/A	N/A	3	N/A	N/A			
	Description	Amount																		
1	N/A	N/A																		
2	N/A	N/A																		
3	N/A	N/A																		
<b>5.8</b> [3.2.3]	Direct contractor's total insurance cover: <b>Not Applicable</b>																			
<b>5.9</b> [1.1]	Quotation submissions shall close at the time and on the date as stated in the T1.1 - Bid Notice and Invitation to Quote																			
<b>6.0</b>	<b>DECLARATION BY THE PRINCIPAL AGENT</b> <p>I, the principal agent named in 1.2 above, declare that the information provided above is complete and accurate at the time of calling for tenders. Where necessary, should any of the above information need to be varied, Tenderer's will be informed thereof in writing forthwith.</p> <p>_____</p> <p>Principal Agent</p> <p>_____</p> <p>Date</p>																			
	<b>Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (MINOR WORKS AGREEMENT CONTRACT DATA CE) (JBCC Series 2000 Edition 4.0 Code 2108-CE August 2007)</b>																			
<b>1.0</b>	<b>CONTRACT DATA - CONTRACTOR</b>																			
	<b>CONTRACTING PARTY</b>																			
	<b>Note:</b> All information for this section requires to be filled in by the contractor. The Project Leader/Employers Agent shall not pre-select or fill in any of the alternatives available to the contractor.																			

3.4 [6.1.4]	Meetings at which contract minutes are recorded shall be held:	<b>MONTHLY</b>	[State Period]																																
3.5 [13.3]	Valuations date for payments shall be on:	<b>18</b>	Of the month																																
<b>4.0 EMPLOYER CHANGES TO JBCC STANDARD DOCUMENTS</b>																																			
4.1 [1.6]	Changes (if any) in terms of the Employer's Contract Data are accepted : <span style="float: right; border: 1px solid black; padding: 2px;"><b>YES</b></span> [Yes/No] Where "Yes" an addendum referenced to this clause is to be attached should the space provided be insufficient. 1. See paragraph 5.3 above for clauses that are not applicable to this contract. 2. _____ 3. _____ 4. _____ _____																																		
<b>5.0 THE QUOTE</b>																																			
5.1 [1.1]	The accepted contract sum inclusive of Value Added Tax is: <span style="float: right; border: 1px solid black; padding: 2px;">R</span>  Amount in words: _____ _____ _____																																		
<b>6.0 SIGNATURES OF THE CONTRACTING PARTIES</b>																																			
[20.0]	We the Employer and Contractor accept the above conditions and the offer in terms of 5.0 and hereby enter into a contract for the execution and completion of the works. This agreement is the entire contract between the parties regarding the matters addressed herein. No representation, term, condition, or warranties not contained in this agreement shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this agreement including this clause shall be effective unless reduced to writing and signed by the parties.  Thus done and signed at.....on .....of.....200....  <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the Employer who by signature hereof warrants authorisation hereto</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border-top: 1px solid black;">as Witness (1)</td> <td style="width:50%; border-top: 1px solid black;">as Witness (2)</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Address: _____</td> <td>Address: _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table> Thus done and signed at.....on .....of.....200....  <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> <td style="width:33%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td>Name of signatory</td> <td>Capacity of signatory</td> <td>for and behalf of the Contractor who by signature hereof warrants authorisation hereto</td> </tr> </table> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border-top: 1px solid black;">as Witness (1)</td> <td style="width:50%; border-top: 1px solid black;">as Witness (2)</td> </tr> <tr> <td>Name: _____</td> <td>Name: _____</td> </tr> <tr> <td>Address: _____</td> <td>Address: _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>						Name of signatory	Capacity of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto	as Witness (1)	as Witness (2)	Name: _____	Name: _____	Address: _____	Address: _____	_____	_____	_____	_____				Name of signatory	Capacity of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto	as Witness (1)	as Witness (2)	Name: _____	Name: _____	Address: _____	Address: _____	_____	_____	_____	_____
Name of signatory	Capacity of signatory	for and behalf of the Employer who by signature hereof warrants authorisation hereto																																	
as Witness (1)	as Witness (2)																																		
Name: _____	Name: _____																																		
Address: _____	Address: _____																																		
_____	_____																																		
_____	_____																																		
Name of signatory	Capacity of signatory	for and behalf of the Contractor who by signature hereof warrants authorisation hereto																																	
as Witness (1)	as Witness (2)																																		
Name: _____	Name: _____																																		
Address: _____	Address: _____																																		
_____	_____																																		
_____	_____																																		



NAME OF INSTITUTION:

**TRANSPORT: ILEMBE DISTRICT OFFICE  
REPAIRS, SERVICING AND  
REPLACEMENT OF AIR CONDITIONERS**

SERVICE DESCRIPTION:

WIMS NO:

**054920**

Bill 1:

**PRILIMINARIES**

Item no.	Description	Unit	Qty	Rate	Amount
<u>1.1</u>	Supply and Maintenance of one (1) flushableportable toilet on site for the duration of the contract	sum	items		
<u>1.2</u>	Supply and Maintenance of one (1) Storeroom on site for the duration of the contract	sum	items		
1.3	The contractor shall provide all water that is necessary for the completion of the Works at his/her own expense and shall not use any water from the institution or provincial building for the duration of the contract	sum	items		
1.4	<b><u>HOUSEKEEPING:</u></b> Allow for Housekeeping, Accumulated rubble disposal, refill holes, and make look good, repaint to match existing surface etc, thoroughly clean and leave work station at perfect state and fit for occupation at the completion of the Contract.	sum	items		
Total Carried Forward to Summary Page 4 of 4					



NAME OF INSTITUTION:

TRANSPORT: ILEMBE DISTRICT

SERVICE DESCRIPTION:

REPAIRS, SERVICING AND

WIMS NO:

REPLACEMENT OF AIR

Bill A:

054920

MACHANICAL

Item no.	Description	Unit	Qty	Rate	Amount
2,1	supply, remove, replace : (complete installation and commissioning) Airconditioners.	sum	items		
2,3	24 000 Btu/h V, 50Hz cooling/heating capacity $\pm$ 8kw, R410a refrigerant (SABS approved)	No.	2		
2,4	12 000 Btu/h 220V, 50Hz cooling/heating capacity $\pm$ 4kw, R410a refrigerant (SABS approved)	No.	3		
	9 000 Btu/h 220V, 50Hz cooling/heating capacity $\pm$ 4kw, R410a refrigerant (SABS approved)	No.	0		
2,6	Weather proof isolator,	No.	5		
2,7	100X 40mm white PVC trunking	m	40		
2,8	Refrigerant piping for air-conditioning unit (per pipe size for liquid line and gas line)	m	40		
2,9	AA battery 2500mAH	No.	200		
2,10	Supply O&M manuals and electrical certificates for compliance	No.	2		
2,11	Coil guard	litres	20		
2,13	Tectyle spray	litres	20		
	Removal/Redundent units : 12BTU and 24 BTU, and repaint to match exiting colour and patch up applicable surfaces and safe disposal of gas.	units	15		
Total Carried Forward to Summaty to 4 of 4					



NAME OF INSTITUTION:

TRANSPORT: ILEMBE DISTRICT OFFICE  
REPAIRS, SERVICING AND  
REPLACEMENT OF AIR CONDITIONERS

SERVICE DESCRIPTION:

WIMS NO:

054920

Bill 1:

SERVICE

Item no.	Description	Unit	Qty	Rate	Amount
	The service, repairs to air conditioners will include: re-gassing, lubrications, stripping and re-assembling, cleaning of inside and outside units, unblocking drains, retightening of all electrical components and recommissioning of each unit:				
3.1	60 000 Btu/h high wall split	No.	2		
	38 000 Btu/h V, 50Hz high wall split	No.	2		
3.2	24 000 Btu/h V, 50Hz cooling/heating	No.	6		
3.3	12 000 Btu/h 220V, 50Hz cooling/heating capacity $\pm$ 4kw, R410a refrigerant (SABS approved)	No.	29		
Total Carried Forward to Summary Page 4 of 4					





NAME OF INSTITUTION:

**TRANSPORT: ILEMBE DISTRICT OFFICE  
REPAIRS, SERVICING AND REPLACEMENT  
OF AIR CONDITIONERS**

SERVICE DESCRIPTION:

WIMS NO:

**054920**

**FINAL SUMMARY**

Bill No.	DESCRIPTION	PAGE NO.	AMOUNT
	<b><u>FINAL SUMMARY</u></b>		
<b>BILL 1</b>	PRELIMINARIES AND GENERAL		
<b>BILL 2</b>	MECHANICAL WORK		
<b>BILL 3</b>	SERVICE		
<b>BILL 4</b>	% Make-up		
	<b><u>NOTE:</u></b> 1. Unit prices to include labour, material and transport, etc. 2. Leave site neat and tidy and make good to disturbed work in respect of every trade. 3. The Contractor to ensure that the Health and Safety Regulations are carried out at all times until the completion of the service.  4. Items are re-measurable on completion and priced units will be adjusted accordingly		
<b>Sub-total</b>			
<b>15% Vat</b>			
<b>TOTAL AMOUNT</b>			

PART C3.1: SCOPE OF WORKS			
Project title:	DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.		
Quotation no:	ZNTD06134W	Project Code:	054920

### C3.1 - SCOPE OF WORKS

#### 1. DESCRIPTION OF THE WORKS

REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.

#### 2. EXTENT OF THE WORKS

REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.

#### 3. LOCATION OF THE WORKS

DEPARTMENT OF TRANSPORT: KWADUKUZA: KWADUKUZA COST CENTRE.

#### 4. CERTIFICATION BY RECOGNIZED BODIES

Any specific institutions which may certify items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

#### 5. SERVICES TO BE PROVIDED

State requirements, as necessary for the contract to:

- Hook up to, and distribute, water, electricity and telecommunication services

Clean up and make good when the service or facility is no longer required, leave the Employers facilities in the condition they were before the contractor first made use of them, fair wear and tear accepted, and continuously clear and dispose of waste and surplus material to maintain the site in a tidy state.

#### 6. UNAUTHORISED PERSONS

State requirements for substantiation of claims in payment certificates to expedite verification and certification by Employer  
The contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

#### 7. ELECTRONIC PAYMENTS

Once a contract is awarded the contractor must complete a WIMS Registration form and a financial detail certificate available from the Department. This form must be submitted together with a cancelled cheque or a certified bank statement and a certified copy of the ID of the person who signed the financial detail certificate.

## C3.2 SPECIFICATION FOR HIV/AIDS AWARENESS

### 1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counseling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

### 2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

### 3 Definitions and Abbreviations

#### 3,1 Definitions

**Construction Worker:** all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

**Local Community:** the communities local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

**Service provider:** the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

#### 3,2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

### 4 Objectives

The objectives are to:

- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counseling.

**The HIV/ Aids awareness programme described in 5.2 is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract)**

### **5,3 Reporting**

- 5.3.1** The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see **HIV/STI Compliance Report**).
- 5.3.2** The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note:** In the event that the contractor fails to satisfy the requirements of this specification, the Employer (Head: Works) may apply any of the sanctions provided for in the contract. Sanctions may include the application of a financial penalty of .04% of the Contract Sum.

The *HIV /Aids* awareness programme described in 5.2 shall in addition *be conducted* for the benefit of the local community on two occasions in the community centre nearest to the building site. The contractor shall be *responsible* for inviting identifiable community-based *institutions and organisations, churches, and schools to participate in the* programme.

Quotations:

R 1 - R1 000 000

Department of Public Works: KZN

Effective Date: 16 JANUARY 2023

Version:8

6. Schedule of construction workers exposed to the HIV awareness programme.

[illegible]

I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

**For Contractor:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Employer's representative:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water an Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			

## EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
  - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
  - 1.1.2 The rate of pay set for the EPWP per task or per day will be an acceptable rate determined by the Department of Labour.
  - 1.1.3 Tasks established by the contractor must be such that:
    - a) the average worker completes 5 tasks per week in 40 hours or less; and
    - b) the weakest worker completes 5 tasks per week in 55 hours or less.
  - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
  - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
    - a) where the head of the household has less than a primary school education;
    - b) that have less than one full time person earning an income;
    - c) where subsistence-agriculture is the source of income;
    - d) that who are not in receipt of any social security pension income.
  - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
    - a) 55 % women;
    - b) 55% youth who are between the ages of 18 and 35; and
    - c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
  - 1.2.1 Definitions
 

Targeted labour: Unemployed persons who are employed as local labour on the project.
  - 1.2.2 Contract participation goals
    - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
    - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
  - 1.2.3 Terms and conditions for the engagement of targeted labour
 

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note:

- 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

#### 4 Trench excavation

All hand excavateable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

#### 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

#### 6 Excavation

All hand excavateable material including topsoil classified as hand excavateable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

## PART C4.1: SITE INFORMATION

Project title:	DEPARTMENT OF TRANSPORT: ILEMBE DISTRICT: KWADUKUZA: KWADUKUZA COST CENTRE: REPAIR, SERVICING AND REPLACEMENT OF AIRCONDITIONERS IN THE FACILITY.		
Quotation no:	ZNTD06134W	Project Code:	054920

### C4.1 - Site Information

Bidders are advised to visit the site before pricing in order to satisfy themselves as to the nature and full extent of the work to be done and the conditions generally affecting the execution of the contract. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

#### GENERAL

- (a) Describe nature of ground, surface conditions, water table as visible in test holes, and other indisputable facts that may affect construction. Provide available data, information and site plan.
  
- (b) Any additional site information such as location, improvements on site, adjacent buildings, environmental issues, etc. must be described in detail herein.