

GEORGE MUNICIPALITY



CIDB DOCUMENT FOR TENDER NO: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING
OF THE BLANCO HOUSE, GEORGE**

ENQUIRIES: Piet Junies
YORK STREET
GEORGE
(044) 878 2400

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE, 6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

CENTRAL SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

TENDER CLOSES AT 12H00 ON FRIDAY, 26 JANUARY 2024

For official use.

Signatures of SCM Officials at Tender Opening
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1.

2.

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	
Facsimile Number:	

GEORGE MUNICIPALITY

TENDER No. COM038/2023

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GENERAL TENDER INFORMATION

TENDER ADVERTISED	: 1 December 2023
ESTIMATED CIDB CONTRACTOR GRADING DESIGNATION	: 2GB
COMPULSORY SITE VISIT/CLARIFICATION MEETING	: Friday, 8 December 2023 at 10h00
VENUE FOR SITE VISIT/CLARIFICATION MEETING	: Blanco Community Hall,3 George Street, Blanco, George
CLOSING DATE	: 26 JANUARY 2024
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

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	Pg No.
PART T The Tender	5
PART T1 Tender Procedures	5
T1.1 Tender Notice and Invitation to Tender	6-7
T1.2 Tender Data	8-35
PART T2 Returnable Documents (All documents / schedules are returnable)	36
T2.1 List of Returnable Schedules Required for Tender Evaluation	37
T2.1 Returnable Schedules	38-48
T2.2 Other documents required for tender evaluation purposes	49-51
T2.2 Returnable Schedules that will be incorporated in the contract	52-55
PART C The Contract	56
PART C1 Agreement and Contract Data	57
C1.1 Form of Offer and Acceptance	58-60
C1.2 Contract Data	61-62
C1.3 Objections and Complainants form	63-64
C1.4 Form of Professional Indemnity Insurance / Form of Performance Guarantee ??	65
PART C2 Pricing Data	66
C2.1 Pricing Instructions	67
C2.2 Pricing Schedule / Schedule of Activities	68
PART C3 Scope of Work	69
C3 Scope of Work	69
PART C4 Site Information	71
PART C5 Drawings	73

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
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The Tender (Part T)

PART T1 Tender Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Schedules Required for Tender Evaluation and Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

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**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
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Tender Notice and Invitation to Tender (T1.1)

Tenders are hereby invited for **COM038/2023: TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE BLANCO HOUSE.**

Completed tenders in a sealed envelope, clearly marked:

Tender No.: COM038/2023 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Friday, 26 January 2024. Tenders are not allowed to be placed in the tender box after 12:00. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No tenders per fax or e-mail will be accepted.

Bidders must be registered with the CIDB, and it is estimated that bidders should have a CIDB contractor grading designation of **2GB** or higher.

A compulsory site meeting will be held on **Friday, 08 December 2023 at 10:00** at Blanco Community Hall, 3 George Street, Blanco, George.

Non-attendance of the compulsory briefing session will disqualify your tender.

Tender documents are available at a non-refundable deposit of R267.95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and specific goals.

For more information, contact Mr R Siebrits at **(021) 880 0443** or ruaan@udsafrika.co.za.

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

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Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
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 the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	<p>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. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p><i>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.</i> 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.</p>
C.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
C.1.2	Tender Documents
	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
C.1.3	Interpretation
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for

	tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	<p>For the purposes of these conditions of tender, the following definitions apply:</p> <p>a) conflict of interest means any situation in which:</p> <p>i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;</p> <p>ii) an individual or tenderer is able to exploit a professional or official capacity in some way for their personal or corporate benefit; or</p> <p>iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.</p> <p>b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;</p> <p>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;</p> <p>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.</p>
C.1.4	Communication and employer's agent
	Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	<p>An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p>
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures
C.1.6.1	General
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	Competitive negotiation procedure
C.1.6.2.1	Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.1.6.3	Proposal procedure using the two stage-system
C.1.6.3.1	Option 1
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2	Option 2
C.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
C.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
C.2	Tenderer's obligations
C.2.1	Eligibility
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.2.2	Cost of tendering
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3	Check documents
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.5	Reference documents
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
C.2.6	Acknowledge addenda
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting
	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
C.2.8	Seek clarification
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	Insurance
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10	Pricing the tender offer
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
C.2.11	Alterations to documents
	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative tender offers
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	Tender offer validity
C.2.16.1	Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.16.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.17	Clarification of tender offer after submission
	<p>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.</p> <p>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.</p>

C.2.18	Provide other material
C.2.18.1	<p>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.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds and policies
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.21	Check final draft
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	Return of other tender documents
	If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
C.2.23	Certificates
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3	The employer's undertakings
C.3.1	Respond to requests from the tenderer
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.3.1.2	<p>Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria that formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>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</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
C.3.2	Issue Addenda

	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3	Return late tender offers
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions
C.3.4.1	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and Specific Goals; and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.5	Two-envelope system
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level and Specific Goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	Non-disclosure
	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	Grounds for rejection and disqualification
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for responsiveness

C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	Arithmetical errors, omissions and discrepancies
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	Clarification of a tender offer
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Evaluation of tender offers

	<p>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.</p> <p>Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.</p> <p>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</p> <table> <tr> <th>Requirement</th><th>Qualitative interpretation of goal</th></tr> <tr> <td>Fair</td><td>The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td></tr> <tr> <td>Equitable</td><td>Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td></tr> <tr> <td>Transparent</td><td>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.</td></tr> <tr> <td>Competitive</td><td>The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td></tr> <tr> <td>Cost effective</td><td>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.</td></tr> </table> <p>The activities associated with evaluating tender offers are as follows:</p> <ol style="list-style-type: none"> Open and record tender offers received Determine whether or not tender offers are complete Determine whether or not tender offers are responsive Evaluate tender offers Determine if there are any grounds for disqualification Determine acceptability of preferred tenderer Prepare a tender evaluation report Confirm the recommendation contained in the tender evaluation report 	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.
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 certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.												
C.3.13	Acceptance of tender offer												

	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
C.3.14	Prepare contract documents
C.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <p>a) addenda issued during the tender period,</p> <p>b) inclusion of some of the returnable documents and</p> <p>c) other revisions agreed between the employer and the successful tenderer.</p>
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
C.3.15	Complete adjudicator's contract
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16	Registration of the award
	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
C.3.17	Provide copies of the contracts
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
C.3.18	Provide written reasons for actions taken
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

TAX COMPLIANCE INFORMATION**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
1.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
1.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
1.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.	
1.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
1.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
1.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL CUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1	Is the entity a resident of the Republic of South Africa (RSA)?	YES NO
2.2	Does the entity have a branch in the RSA?	YES NO
2.3	Does the entity have a permanent establishment in the RSA?	YES NO
2.4	Does the entity have any source of income in the RSA?	YES NO
2.5	Is the entity liable in the RSA for any form of taxation?	YES NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

MBD 4

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.		
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1	Full Name of bidder or his / her representative:		
3.2	Identity number:		
3.3	Position occupied in the Company (director, trustee, shareholder ²):		
3.4	Company Registration Number:		
3.5	Tax Reference Number:		
3.6	VAT Registration Number:		
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the state?*	YES / NO	
3.8.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:		
3.9	Have you been in the service of the state for the past twelve months?		YES / NO

3.9.1	If so, furnish particulars.	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.10.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
3.11.1	If yes, furnish the following particulars: Name of person: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member:	

	Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:			
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO		
3.13.1	If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:			
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO		
3.14.1	If yes, furnish particulars:			
4. Full details of directors / trustees / members / shareholders:				
THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:				
Full Name	Identity Number	<table border="1"> <tr> <td>Individual Tax Number for each</td> <td>State Employee Number (where</td> </tr> </table>	Individual Tax Number for each	State Employee Number (where
Individual Tax Number for each	State Employee Number (where			

		Director	applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.		

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorized person.

The contract with a service provider must ensure the confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: “in the service of the state” means to be -

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(Delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR BBBEE AND 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:

4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.

4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder MUST submit proof of address (e.g., municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points being awarded for Specific Goals.

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.

5. BID DECLARATION

Tenderers who claim points in respect of BBBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBBEE: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant**

proof of B-BBEE status level of contributor.)

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF
PARAGRAPHS 4.1 AND 4.1.2**

5.2. Contribution to specific Goals: =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.6. 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 5.1 and 5.2, 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:	.....

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of “Black People”	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds, and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”		
Definition of “Black Designated Groups”	“Black Designated Groups” means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”		

- 3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %

- Black Disabled % _____%
- Black Unemployed % _____%
- Black People living in Rural areas % _____%
- Black Military Veterans % _____%

Construction Sector Affidavit

1. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

2. Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

COMMISSIONER OF OATHS
SIGNATURE & STAMP

MBD8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1 abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s ebsite (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1 take all reasonable steps to prevent such abuse;
 - 3.2 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

COM038/2023: THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE BLANCO HOUSE, GEORGE

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
10. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

MBD9

- 11 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
14. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: COM038/2023

Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2023

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED.** In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE

Returnable Documents (Part T2)

*(ALL Documents and Schedules **MUST BE RETURNED** for the
TENDER to Qualify)*

- | | |
|------|--|
| T2.1 | List of Returnable Schedules Required for Tender Evaluation & Returnable Schedules |
| T2.2 | Other documents that will be incorporated into the contract |
| T2.3 | Returnable Schedules that will be incorporated in the contract |

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE
BLANCO HOUSE, GEORGE**

**List of Returnable Schedules Required for Tender
Evaluation Purposes (T2.1)**

Form 2.1.1	General Information
Form 2.1.2	Authority for Signatory
Form 2.1.3	Schedule of Work Carried Out by Tenderer
Form 2.1.4	Proposed Key Personnel
Form 2.1.5	Schedule of Infrastructure and Resources
Form 2.1.6	Schedule of Approach and Methodology
Form 2.1.7	Schedule of Proposed Sub-Contractors
Form 2.1.8	Financial References

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity: _____

1. Contact details

Address : _____

Tel no : (_____) _____

Fax no : (_____) _____

E-mail address : _____

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: _____
(in the case of a joint venture, provide for all joint venture members)4. Regional services area where the enterprise is registered: _____
(In the case of a joint venture, provide for all joint venture members)5. Regional services levy registration number: _____
(In the case of a joint venture, provide for all joint venture members)6. VAT registration number: _____
(In the case of a joint venture, provide for all joint venture members)

8. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)
9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
10. For joint ventures the following must be attached (**COMPULSORY**):
- Written power of attorney for authorised signatory.
 - **Pro-forma of the joint venture agreement.**
* If the Joint Venture Agreement is not attached, the tender will not be considered!

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity : _____

Signature : _____ Date : _____

FORM 2.1.2 AUTHORITY FOR SIGNATORY

Details of person responsible for Tender process

Name

Contact number ()

Address of office submitting the Tender

Telephone no ()

Fax no ()

E-mail address

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (*date*)

Mr.

has been duly authorized to sign all documents in connection with the Tender for Contract Numberand any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER**Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all construction works provided to an organ of state in the last five years;
- b. any similar construction works provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisati on	Tel no

Name of Tendering
Entity:

Signature :

Date :

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICAT- IONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
<u>HEADQUARTERS</u> Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____

Date : _____

Returnable Schedules Required For Tender Evaluation

Part T2.1

Form 2.1.4 continued

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	Fee (Time Based)
	NOMINEE (ii) ALTERNATE		QUALIFICAT- IONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
<u>CONSTRUCTION</u> <u>MONITORING</u>						
Other key staff (give designation)						

Name of Tendering Entity :

Signature :

Date :

FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Equipment

Provide information on equipment and resources that you have available for this project
(attach details if the spaces provided are not enough)

Description: Equipment owned	Number of units
Description: Computer Hardware	Number of units
Description: Software to be Used	Number of units

Size of enterprise and current workload:

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

List your current contracts and obligations:

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you? YES / NO

Staffing Profile:

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project : gender and race	Number of staff

Name of Tendering Entity:

Signature :

Date :

FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN**Understanding the terms of reference / brief**

1. Do you as the contractor understand what is required in terms of the project stated above?

Yes		No	
------------	--	-----------	--

 (Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words.

3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity : _____

Signature : _____

Date : _____

FORM 2.1.7 SCHEDULE OF SUB-CONTRACTORS

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the work.

If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.

Sub- Contractor's Name	Work Activities to be undertaken by the Sub-contractor	Work Recently Executed by Sub-contractor

FORM 2.1.8 FINANCIAL REFERENCES**FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

**Other Documents Required For Tender Evaluation
Purposes (Part T2.2)**

- | | |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session / Site Meeting |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE
COMPULSORY CLARIFICATION MEETING**

This is to certify that I, ,
representative of (Tenderer)

.....
of (address)

.....
Telephone number

Fax number

attended Clarification Meeting on **1 December 2023 at 10:00** in the company of

(George Municipality / Employer's Representative)

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE:

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:

**FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY
DEVELOPMENT BOARD (CIDB)**

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

**Returnable Schedules that will be Incorporated in
the Contract (Part T2.3)**

Form 2.3.1

Record of Addenda to Tender Documents

FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

1. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities.
- Infrastructure and resources available for the contract owned by the Tenderer.
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

2. Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

6. Penalties

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.

- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last-mentioned Act.

“designated EMPLOYER means-

- a) an EMPLOYER who employs 50 or more employees.
- b) an EMPLOYER who employs fewer than 50 employees but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”

TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

The Contract (Part C)

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

GEORGE MUNICIPALITY

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE

Agreement And Contract Data (Part C1)

Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Objections and Complainants Form
Part C1.4	Form of Professional Indemnity Insurance / Form of Guarantee??

GEORGE MUNICIPALITY**DIRECTORATE: COMMUNITY SERVICES****TENDER NUMBER: HS0312023****THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE****Form of Offer and Acceptance (Part C1.1)****(AGREEMENT) OFFER**

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

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE BLANCO
HOUSE, GEORGE**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....

.....rand (in words); R (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement, between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreements and Contract Data
(which includes this Form of Offer and Acceptance)
Part C2 Pricing Data
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's representative (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature: _____

Name _____

Capacity **DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

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.

FOR THE TENDERER:

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)**FOR THE EMPLOYER:**

Signature: _____

Name _____

Capacity **DIRECTOR: COMMUNITY SERVICES**

**GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE
BLANCO HOUSE, GEORGE**

Contract Data (Part C1.2)

C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works, Third Edition, 2015 published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za .

The Conditions of Contract are:

- the “General Conditions of Contract”

as they appear in the commercially available publication “*General Conditions of Contract for Construction Works, Third Edition (2015)*”, published by the South African Institution of Civil Engineering (SAICE) as the August 2015 print edition, hereinafter referred to as GCC 2015; and

- specific data as contained in this Contract Data.

Each party to the Contract shall purchase its own copy of the GCC 2015, from a duly authorised commercial vendor or directly from the publisher:

South African Institution of Civil Engineering
Private Bag X200
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PART 1: DATA PROVIDED BY THE EMPLOYER

Part 1: Contract Data provided by the Employer
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GENERAL CONDITIONS OF CONTRACT

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and from the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Prepared by the South African Institution of Civil Employer's Agenting (SAICE) shall apply to and from the General Conditions of Contract for this Contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Employer's Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

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

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Special Conditions of Contract below.

In the event of any discrepancy and/or ambiguity in the Contract, the following precedence will govern (priority in order from highest to lowest):

1. Contract Data
2. Project Specifications
3. Drawings
4. Bill of Quantities
5. SANS 1200

SPECIAL CONDITIONS OF CONTRACT

In this regard, the Standard Conditions of Contract – GCC 2015 is amended by the numbered clauses set out below, as follows:

- (i) where the Standard Conditions of Contract – GCC 2015 contains no provision with the corresponding clause number, the clause set out herein is inserted into the Contract; and
- (ii) where the Standard Conditions of Contract – GCC 2015 contains a provision with the corresponding clause number, it is amended, as set out herein.

Save as amended in terms of this document, the provisions of the Standard Conditions of Contract – GCC 2015 shall remain unchanged.

1.1 Definitions

- 1.1.1.1 "agreed" means agreed by the Employer and the Contractor; or the Employer's Agent and the Contractor expressly authorised in terms of the Contract, unless specifically stated otherwise.
- 1.1.1.5 "Commencement Date" means the date that the Contract, made in terms of the Form of Offer and Acceptance, comes into effect by signing the Acceptance part and returning one fully completed original copy of this document, the Contract Agreement.
- 1.1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed and signed by both parties.
- 1.1.1.13 "Defects Liability Period" means the period stated in the Contract Data, commencing from the issue of the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion having been issued for different portions of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract.
- 1.1.1.16 "Employer's Agents" means the person named as the Employers' Agent in the Contract Data, or any other person appointed from time to time by the Employer, and of whom the Contractors is notified, in writing, to act as the Employers Agent for the purposes of the Contract as substitute for the Employer's Agent so named. In terms of this Contract the term "Employers Agent" will mean to be "Engineer" and vice versa.
- 1.1.1.14 "Due Completion Date" means the date or dates of the expiry of the time stated in the Contract Data for achieving Practical Completion for the whole or portions of the Works, calculated from the Commencement Date and as adjusted by such extensions of time or acceleration as may be allowed or agreed in terms of Contract.
- 1.1.1.20 "Form of Offer and Acceptance" means the document defined as the Contract Agreement that formalises the legal process of offer and acceptance and gives rise to the Contract.
- 1.1.1.35 "parties" means the Contractor and the Employer.
- 1.1.1.36 "approved programme" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme approved by the Employer's Agent supersedes previous approved programmes.

1.2 Interpretations

- 1.2.1 Any written communication between the parties shall have been duly delivered if:
 - 1.2.1.1 Handed to the addressee or to his duly authorised agent; or
 - 1.2.1.2 Delivered at the address of the addressee as stated in the Contract Data, including an e-mail address; and
 - 1.2.1.3 Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made
Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.
- 1.2.6 Any act or communication, including but not limited to "accept, agree, appoint, approve, certify, decide, delegate, dispute, elect, grant, inform, instruct, issue, notice, object, order, record, refuse, request, require, state, dispute, call for" and their derivatives indicate an act to be carried out in writing.

1.4 Non Variation Clause

- 1.4.1 This Contract is the entire contract between the parties regarding the matters addressed in this Contract. No representations, terms, conditions or warranties not contained in this Contract shall be binding on the parties. No agreement or addendum varying, adding to, deleting or terminating this Contract including this clause shall be effective unless reduced to writing and signed by both parties.

2.4 Ambiguity or discrepancy

- 2.4.2 If compliance with any such instruction shall result in delay to Practical Completion and/or the incurrence of proven additional cost the Contractor shall be entitled to make a claim in accordance with Clause 10.1 as read with Clause 6.3.

2.5 Assignment

- 2.5.1 Neither the Contractor nor the Employer shall, without the written consent of the other, assign the Contract or any part thereof, or any obligation under the Contract, or cede any right or benefit thereunder. Such assignment or cession shall be null and void without the other parties consent.

3.1 Qualifications of the Employer's Agent

- 3.1.1 The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work.

3.2 Functions of the Employer's Agent

- 3.2.1 The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract.

4.1 Extent of obligations and liability

- 4.1.1 The Contractor shall, save insofar as it is legally or physically impossible, design (to the extent provided in the Contract Data), execute and complete the Works and obligations remedy any defects therein in accordance with the provisions of the Contract.
- 4.1.2 Where the Contract Data provides that part of the Works shall be designed by the Contractor,
 - 4.1.2.1 the relevant part of the Works shall be fit for such purposes for which it is intended as are specified in the Contract, and
 - 4.1.2.2 the Contractor shall, notwithstanding approval by the Employer's Agent, be liable for any error or deficiency in any drawing or document supplied by him for that part of the Works, and for any loss or damage arising out of such error or deficiency.

4.1.2.3 the Contractor shall submit to the Employer's Agent the "as-built" documents and operation and maintenance manuals in accordance with the Scope of Works and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of issuing a Certificate of Practical Completion in terms of Clause 5.14.1 as read with the relevant Contract data until these documents and manuals have been submitted to the Employer's Agent.

4.1.4 The Contractor indemnifies the Employer against any liability for any breach of the provisions of Clause 4.1.

4.2 Employer's Agent's instructions

4.2.3 Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.

4.3 Legal provisions

4.3.3 The Employer and the Contractor shall enter into an agreement required for the construction of the Works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the latest Construction Regulations promulgated thereunder.

4.12 Contractors Superintendence

4.12.2 The Contractor, or a competent and authorized agent or representative approved in writing by the Employers Agent (which approval may at any time be withdrawn in writing), hereinafter called the Construction Manager, shall be on site at all times when work is being performed, or when the Employers Agent shall, with reason, require his presence. The Construction Manager must be in possession of the following:

- a) NQF level 5 for labour intensive construction methods.
- b) Completed at least 5 projects by means of labour intensive construction.
- c) Minimum ND Civil qualification.

5.3 Commencement of the Works

5.3.1 Upon the Employer's Agent's instruction the Contractor shall, save as may be otherwise provided in the Contract or be legally or physically impossible, commence executing the Works. Such instruction shall be subject to the submission by the Contractor, and approval by the Employer, of documentation required before commencement with Works execution, as set out in the Contract Data.

5.3.3 If the Employer's Agent's instruction to commence executing the Works, or to resubmit documentation with reasons after having found to be unacceptable by the Employer, is not received by the Contractor within 7 days from the actual date of the submission of all the documentation referred to in Clause 5.3.1, commencement of the Works shall be taken to be on the expiry of such 7 days. However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.

5.4 Access to Site

5.4.3 If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure of the Employer to give access to or possession in accordance with the terms of this Clause, the Contractor shall be entitled to make a claim in accordance with Clause 10.1, for

which purpose the time limits of 28 days provided in Clause 10.1.1.1 shall commence to run only from the time when access to or possession of the Site has actually been given.

5.6 Programme

- 5.6.1 The Contractor shall deliver to the Employer's Agent as part the documentation required before commencement with Works execution in accordance with Clause 5.3.1, an initial programme and method statement for carrying out the Works in order to meet the Due Completion Date.
- 5.6.2 The initial programme and all subsequent adjusted programmes shall show and, when relevant, describe in method statements, the entire scope of the Works to be performed including but not limited to:
 - 5.6.2.1 The Commencement Date, commencement of the Works, Due Completion Date(s) or revisions thereof, and the planned date(s) of Practical Completion for the Works as a whole or in respect of different portions of the Works.
 - 5.6.2.8 Health and safety requirements
 - 5.6.2.9 Critical path including the links between all predecessors and successors for activities on the critical path
- 5.6.3 The Employer's Agent shall, within 7 days after the Contractor has submitted an initial or adjusted programme, approve such programme or rejecting same with reasons and instruct the Contractor to amend such programme. Reasons for rejecting a programme are *inter alia* that it is not in accordance with the Contract or is not reflecting the actual progress. The Employer's Agents failure to approve or reject with reasons the submitted programme,
 - 5.6.3.1 in the event of the submitted programme being an adjusted programme, shall be considered to be the approved programme; and
 - 5.6.3.2 in the event of the submitted programme being an initial programme, shall not be considered to be the approved programme. However, the Contractor shall have the right to suspend the Works in terms of Clause 5.11.1.3 and if the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from such suspension, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.
- 5.6.4 The programme, method statement and the cash flow forecast shall be subject to updates and review on a monthly basis. The Contractor shall deliver to the Employer's Agent an adjusted programme reflecting actual progress and updated dates in accordance with Clause 5.6.2, even though it may reflects that the planned date(s) of Practical Completion will be later than the corresponding Due Completion Date(s), every month, and in addition;
 - 5.6.4.1 when instructed by the Employer's Agent,
 - 5.6.4.2 when it no longer reflects the actual progress,
 - 5.6.4.3 when a specific event, circumstance, act or omission may delay the execution of the Works, or
 - 5.6.4.4 with each extension of time claim
- 5.6.5 The submission to and approval by the Employer's Agent of any programme, method statement and/or cash flow forecast or its adjustments, or the delivery of any other relevant particulars, shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

5.7 Progress of the Works

- 5.7.3 The Employer's Agent may request the Contractor to submit, or the Contractor may submit to the Employer's Agent, a revised programme and cost determined in accordance with Clause 6.4 for accelerating the rate of progress to achieve Practical Completion before the Due Completion Date. If accepted by the Employer, the adjusted Due Completion Date and the conditions for payment of cost shall be agreed in writing and signed by the parties.

5.9 Instructions

- 5.9.3 The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late.

5.11 Suspension of the Works

- 5.11.1 The Contractor may, after giving fourteen (14) days written notice to the Employer, with a copy to the Employer's Agent, (with specific reference to this Clause) suspend the progress of the Works where the Employer has failed in terms of Clause 6.10.4 to:

5.11.1.1 Deliver a payment certificate, or

5.11.1.2 Make full payment of the amount certified in the payment certificate without prejudice to the Contractor's other rights under this Contract or by law, or

5.11.1.3 Failed to approve an initial programme in terms of Clause 5.6.3.2

5.12 Extension of the time for Practical Completion

- 5.12.1 If circumstances of any kind whatsoever which occurred be such as fairly entitle the Contractor to an extension of time and will actually delay Practical Completion of the Works beyond the Due Completion Date, the Contractor shall claim in accordance with Clause 10.1 such extension of time as is appropriate. Such extension of time shall take into account any special non-working days and all relevant circumstances, including concurrent delays or savings of time which might apply in respect of such claim and the Due Completion Date will be revised accordingly.

- 5.12.2.2 No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However, in the event that delays to critical activities exceed the number of working days listed below cumulatively for the construction period, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.

The cumulative days for normal climatic conditions must be indicated on the initial programme as a single bar item/activity and as the immediate predecessor to Practical Completion and on the critical path of the programme. The normal climatic conditions will be recorded on the specific days, as and when they occur. Should the days listed below for normal climatic conditions not be used, the days, will become float in terms of Clause 5.6.2 of the GCC 2015 (3rd Edition). The float shall belong to the project and shall only be taken up on prior approval by the Employers Agent.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	2 days
February	3days
March	4 days
April	4 days
May	4 days
June	5 days
July	5 days
August	4 days
September	4 days
October	3 days

November 2 days
December 2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

5.12.2.5 Any delay, impediment, or prevention caused by or attributable to the Employer, Employer's Agent, the Employer's personnel or the Employer's other contractor's on the Site.

5.12.4 Instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3.

5.13 Penalties for delay

5.13.2.1 Refer to 1.2.2 Contract specific data.

5.14 Completion

5.14.1 Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion.

When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works;

5.14.1.1 has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer or

5.14.1.2 has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion.

Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.

5.14.2 As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion.

5.14.6 The Employer need not occupy the Works before the Due Completion Date

5.14.7 If, in terms of the Contract Data stated for Clause 1.1.1.14, different times for achieving Practical Completion are specified in respect of different portions of the Works, the provisions for the Works as a whole shall apply with necessary adjustment in respect of such portions.

6.2 Security

6.2.1 The Contractor shall deliver to the Employer, as part of the documentation required before commencement with Works execution in accordance with Clause 5.3.1, at his cost, the type of security for the due performance of the Contract, as selected in the Contract Data.

6.2.2 If the Contractor fails to provide or maintain the security as selected in the Contract Data within the time period stated in Clause 5.3.2 or if the performance guarantee is not in

accordance with the relevant pro forma performance guarantee, the Employer, in his sole discretion, may either

- 6.2.2.1 Hand over the Site to the Contractor and withhold payment from the Contractor until the amount withheld is equal to ten per cent (10%) of the Contract Price. Such amount shall be reduced to five per cent (5%) of the Contract Price when the Employer's Agent has issued a Certificate of Completion [5.14.4] and to zero per cent (0%) in the Final Payment Certificate [6.10.9] or
- 6.2.2.2 Terminate this Contract in terms of Clause 5.3.2 as read with Clause 9.2.1.3.2.
- 6.2.3 If the Contractor is to provide a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Final Approval Certificate is issued. The performance guarantee shall specify an expiry date, and if the Contractor has not become entitled to receive the Final Approval Certificate of the Works by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the performance guarantee until such time that work have been completed and any defects have been remedied.

6.7 Measurement of the Works

- 6.7.3.1 The Construction Manager identified in terms of Clause 4.12.2 will attend to assist the Employer's Agent in making such measurement, or to make such measurement in the presence of the Employer's Agent. Should the Construction Manager fail to attend, Clause 6.7.4.2 will apply.

6.8 Adjustment in rates and/or prices

- 6.8.2 The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,20

b = 0,25

c = 0,50

d = 0,05

The base month is the eleventh month after the Commencement Date of the Contract.

In addition, the Contract Price Adjustment Schedule shall be amended as follows:

"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.

"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

“M” is the “Materials Index” and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.

“F” is the “Fuel Index” and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.

6.10 Payment

6.10.1 With regard to all amounts that become due to the Contractor in respect of the matters set out in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3, 6.10.1.4, and 6.10.1.5 below, the Contractor shall deliver to the Employer’s Agent a monthly statement for payment of all amounts he considers to be due to him (in such form and on such date as may be agreed between the Contractor and the Employer’s Agent, or failing agreement, as the Employer’s Agent may require) and the Employer’s Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify the amount he considers to be due to the Contractor or the Employer, taking into account the following:

6.10.1.5 The value up to the percentage limit stated in the Contract Data of Plant and materials referred to in Clause 6.9.1 not yet built into the Permanent Works. No payment will be made for any Plant and/or materials off site, except if expressly agreed otherwise;

Provided that the Contractor has produced documentary evidence of ownership of such Plant and/or materials and has delivered to the Employer an indemnity, approved in writing by the Employer, against any claim to or in respect of such Plant and/or materials by reason of the Contractor’s sequestration or liquidation, or of any defect in the Contractor’s title to the Plant and/or materials.

6.10.4 The Employer’s Agent shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Employer’s Agent of the Contractor’s said statement. The Employer’s Agent shall not be relieved from its responsibility to issue a payment certificate whether or not the Contractor submits the said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer or the Contractor, as the case may be, shall pay the amount due to the other within 28 days of receipt by the Employer and the Contractor of the payment certificate signed by the Employer’s Agent. Payment shall be subject to the Contractor or the Employer, as the case may be, submitting a tax invoice, if required by law, to the other party for the amount due.

6.10.8 Within 14 days of the date of the Certificate of Completion, the Contractor shall deliver to the Employer’s Agent a completion statement showing the value of work done in respect of which a Certificate of Completion has been issued and shall supply such further information as the Employer’s Agent may reasonably require. The Contractor shall not be entitled to any payment in respect of any matter which has not been included in such completion statement save as provided for in Clauses 5.14, 7.7 and 7.8 in respect of work executed during the Defects Liability Period and/or Clauses 10.3 to 10.11 in respect of any dispute. The Employer’s Agent shall deliver to the Employer and the Contractor the payment certificate in respect of the completion referred to above within 14 days of the receipt by the Employer’s Agent of the Contractor’s said statement, and the Employer or the Contractor, as the case may be, shall pay the amount due to the other party within 28 days after receipt by the Employer and the Contractor of the payment certificate signed by the Employer’s Agent.

6.10.9 Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer’s Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer’s Agent shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor or

the Employer, as the case may be, within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

8.6 Insurances

8.6.1.5 In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

9.2 Termination by Employer

9.2.1.3.2 Has failed, in terms of Clause 5.3.2, to submit documentation in time, or to submit acceptable documentation, or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or

9.2.1.3.6 Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, *inter alia* to comply with any instruction under Clause 4.2; or

10.1 Contractor's Claim

10.1.1 The following provisions shall apply to any claim by the Contractor for an extension of time for Practical Completion of the Works in terms of Clause 5.12, or in terms of any Clause that refers to Clause 10.1 for additional payment or compensation:

10.1.1.1 The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:

10.1.1.1.1 The particulars of the circumstance, event, act or omission giving rise to the claim concerned,

10.1.1.1.2 The provisions of the Contract on which he bases the claim

10.1.1.1.3 The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an Approved Programme, indicating the delay on Practical Completion, and

10.1.1.1.4 The amount of money claimed and the basis of calculation thereof.

10.1.1.2 If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.1 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:

10.1.1.2.1 Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and

10.1.1.2.2 As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.

10.1.1.3 If the circumstance, event, act or omission relating to the claim are of an ongoing nature:

10.1.1.3.1 the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1

10.1.1.3.2 The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim.

10.1.2 The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could:

10.1.2.1 Increase the Contract Prices,

10.1.2.2 Delay Practical Completion, or

10.1.2.3 Impact on the quality or

10.1.2.4 Impair the performance of the Works in use

10.1.3.6 The Employer, the Employer's Agent and the Contractor shall not in any proceedings in accordance with Clauses 10.3 to 10.11 be entitled to give or lead evidence of or rely on any fact or circumstance not recorded in terms of this Clause.

- 10.1.4 If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim.

Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice.

- 10.1.5 Unless otherwise provided in the Contract, the Employer's Agent shall within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1, give effect to Clause 3.1.2 and deliver to the Contractor and the Employer his written and adequately reasoned ruling on the claim referring specifically to this Clause. The amount thereof, if any, allowed by the Employer's Agent shall be included to the credit of the Contractor the next payment certificate. Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused;

Provided that:

- 10.1.5.1 The said period of 28 days may be extended if so agreed between the Contractor and the Employer's Agent prior to the expiry of such 28 days, and
- 10.1.5.2 Any amount that has been established to the satisfaction of the Employer's Agent, before his ruling on the whole claim, shall be included to the credit of the Contractor in the next payment certificate.
- 10.3.1 Any dispute of whatsoever nature arising out of this Contract concerning any of the rights and/or obligations of any party thereto, either during the currency of the Contract or after the completion thereof, including any dispute as to the validity of the Contract, shall be referred to adjudication in terms of Clause 10.5. The Contractor or the Employer, hereinafter referred to as "the parties", may deliver to the other a written notice, hereinafter referred to as a "Dispute Notice", of any dispute arising out of or in connection with the Contract;
- 10.10.1 Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
- 10.10.3 The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.

1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

	<u>CL No</u>	
Defects liability period	1.1.1.13	12 calendar months
Time for achieving practical completion	1.1.1.14	3 months – inclusive of the 14 day period referred to in Clause 5.3.2 and inclusive of non-working days referred to in Clause 5.8.1, but exclusive of special non-working days.
Name of Employer	1.1.1.15	George Municipality
Name of Employers Agent	1.1.1.16	UDS Africa
Address, telephone and fax number of Employers Agent	1.2.1.2	Unit 8, Time Square Building, 9 Electron Street, Techno Park, 7600 Tel. (021) 880 0443 Fax. 086 563 0003
Address, telephone and fax number of Employer	1.2.1.2	George Municipality York Street George, 6530 Mr P Junies Telephone: (044) 878 2400 E-mail: pjunies@george.gov.za
The Pricing Strategy	1.1.1.26	Re-measurement Contract
Health and Safety Plan	5.3.1	Within 14 days after Commencement Date
Initial programme	5.3.1	Within 14 days after Commencement Date
The agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (no. 85 of 1993) and the Construction Regulations Promulgated there under must be signed	5.3.1	Within 14 days after Commencement Date
Time within which Performance Guarantee (Security) must be provided	5.3.1	Not required
Time within which Insurance must be provided	5.3.1	Within 14 days after Commencement Date
Letter of Good Standing from the Compensation Commissioner	5.3.1	Within 14 days after Commencement Date
Time to submit documentation before commencement of the Works is	5.3.2	14 days
Non-working days	5.8.1	The special non-working days are: (1) All gazetted public holidays falling outside the year end break.

		<p>(2) The year end break commencing as published by SAFCEC</p> <p>The following conditions apply:</p> <ul style="list-style-type: none"> a) No work allowed after 18:00 on weekdays. b) Working times for Saturdays are 08:00 - 14:00. c) No work allowed on Sundays, Public Holidays and year end break as published by SAFCEC. d) Approval for work outside of normal working hours to be obtained from Employer. <p>Penalty for the transgression of above conditions is R 5 000 per transgression.</p>
Special non-working hours/days	5.8.1	The SAFCEC published industry shutdown period in December and January. All statutory holidays.
Amount of penalty for delay	5.13.1	R 1 000 per day
The requirements for achieving Practical Completions are	5.14.1	All payment items in the bill of quantities must be incorporated into the Works or as determined by the Employer's Agent.
Latent defect period beyond the date of final Approval Certificate	5.16.3	10 Years
The Security provided by the Contractor	6.2.1	Performance guarantee of 10% of the Contract Sum plus Retention of 10% of the value of the Works
The percentage allowance on the net cost of materials actually used in the completed works is	6.5.1.2.3	5%
Percentage advance on materials not yet built into the Permanent Works is	6.10.1.5	<p>80% of value of materials on site or value of the MOS Guarantee submitted and approved, whichever is the lesser amount.</p> <p>Proof of payment for material must be submitted (before the MOS will be certified) of alternative a MOS guarantee may be provided (at the Contractors cost).</p>
Limit of retention money	6.10.3	Ten percent (10%) of the contract sum
The value of Plant and materials supplied by the Employer to be included in the insurance sum is	8.6.1.1.2	Not Required
The amount to cover professional fees for the repairing damage and loss to be included in the	8.6.1.1.3	15% of the Contract Sum

Insurance sum		
Limit of indemnity or liability insurance required	8.6.1.3	R 10 000 000-00 for any single claim and the number of claims to be unlimited during the construction defects liability period
Dispute resolution	10.5.1	Ad Hoc Adjudication
The number of Adjudication Board Members to be appointed is	10.5.3	One

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

Objections and Complainants Form (Part C1.3)

(Section 4, item 50 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender : _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender: _____

Description of Issue[s] in Dispute

List of Documents Attached

Determination Sought in Respect of Objection or Complaint

Form submitted by:

Name:

Signature:

Position:

Date:

Place:

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

**Form of Professional Indemnity Insurance / Form
of Performance Guarantee????**

(Part C1.4)

The Tenderer must affix proof of Professional Indemnity Insurance to this page.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Schedule of Activities

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

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.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
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.
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.
5. Tenderers must price all sections of the BOQ. Tenderers who do not price all sections of the BOQ will be rejected.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

Schedule of Activities (C2.2)

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
1		BILL NO 1					
		PRELIMINARIES AND GENERAL					
	PS A 8.3	Scheduled Fixed-charge and Value-related Items					
1.1	PS A 8.3.1	Fixed preliminary and general charges	Sum	1.0			
1.2	PS A 8.3.2	Value related preliminary and general charges	Sum	1.0			
	PS A 8.4	Scheduled Time-related Items					
1.3	PS A 8.4.1	Time related preliminary and general charges	Sum	1.0			
	PS A 8.5	Sums Stated Provisionally by Engineer					
	PS A 8.5.2	b) For work to be done by a nominated sub-contractor (or the Employer)					
1.4.1		i) Budgetary allowance of fifteen thousand rand for scanning for existing services	Prov Sum	1.0	15 000	15 000	00
1.4.2		ii) Overheads, charges and profit on item i) above	%				
	PS A 8.6	Prime Cost Sums					
		Communication allowance					
1.5.1		a) Budgetary allowance of five thousand rand for cost of calls in connection with contract administration and telephone and cellular telephone rental	Prov Sum	1.0	5 000	5 000	00
1.5.2		b) Charge required by Contractor on item a) above	%				
		Additional testing of materials required by Engineer					
1.6.1		a) Budgetary allowance of twenty thousand rand for the cost of testing	Prov Sum	1.0	20 000	20 000	00
1.6.2		b) Charged required by Contractor on item a) above	%				
	PS A 8.7	Daywork					
		Labour					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 1

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
1.7.1		a) Unskilled	h	24.0			
1.7.2		b) Semi-skilled	h	24.0			
1.7.3		c) Skilled	h	16.0			
1.7.4		d) Artisan	h	16.0			
1.7.5		e) Foreman	h	16.0			
	8.8	Temporary Works					
1.8	PS A 8.8.2	Dealing with Traffic (or accommodation of traffic)	Sum	1.0			
1.9	PS A 8.8.4.2	Excavation by hand in all material to expose existing services	m³	10.0			
1.10	PS A 8.8.5	Cost of Survey in Terms of the Land Survey Act	Sum	1.0			
	PS A 8.8.7	Dealing with water for duration of contract					
1.11.1		a) Dealing with subsurface water	Sum	1.0			
1.11.2		b) Dealing with surface water	Sum	1.0			
1.12	PS A 8.9	Application and obtaining wayleaves (time required to be included in contractual programme)	Sum	1.0			
1.13	PS A 8.10	Complying with the Health and Safety Requirements	Sum	1.0			
1.14	PS A 8.11	Contract nameboards	No.	1.0			
Total Carried Forward To Summary							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
2		BILL NO 2					
		ALTERATIONS					
		PREAMBLES					
		The General Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said General Preambles, will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		View site:					
		Before submitting his tender, the Contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained					
		Old materials to be carted away:					
		Old materials from the alterations, except where described as to be re-used or handed over, as well as all rubbish, etc must be regularly carted from the site and not be allowed to accumulate on or around the site					
		Old materials to be re-used:					
		None of the old materials are to be used for new work, except where specifically described as being set aside for re-use					
		Explosives:					
		No explosives whatsoever may be used for demolition purposes, unless otherwise stated					
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		General:					
		The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent					
		Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the Principal Agent					
		Doors, fanlights, fittings, frames, linings, etc which are to be re-used shall be thoroughly overhauled before refixing, including taking off, easing and rehanging, cramping up, re-wedging as required and making good cramps, dowels, etc and easing, oiling, adjusting and repairing ironmongery as necessary, replacing any glass damaged in removal or subsequently and stopping up all nail and screw holes with tinted plastic wood to match timber, unless otherwise described Re-painting or re-varnishing is given separately					
		Prices for taking out of doors, windows, etc shall include for removal of all beads, ironmongery, etc					
		Prices for taking out and removing doors and frames shall include for removing architraves, ironmongery, door stops, cabin hooks, etc and making good floor and wall finishes to match existing					
		With regard to building up of openings in existing walls, cement screeds and pavings, granolithic, tops of walls, etc shall be levelled and prepared for raising of brickwork					
		Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary					
		The Contractor will be required to take all dimensions affecting the existing buildings on the site and will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (e.g.doors, windows, fittings, etc)					
Total Carried Forward							

COM38/2023

UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 2

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		REMOVAL OF EXISTING WORK					
		Taking out and removing doors, windows, etc including taking out and removing thresholds, sills, etc from brickwork and preparing openings to receive new similar doors, windows, etc (elsewhere measured) and making good cement plaster and paint on both sides and into reveals:					
	2.1	Glazed timber window exceeding 2.5m❖ and not exceeding 5m❖ (Item 12)	No	1.0			
	2.2	Glazed timber window exceeding 5m❖ and not exceeding 7,5m❖, fixed on top of counter (Item 4)	No	1.0			
	2.3	Timber single door and frame not exceeding 2,5m❖ (Item 11)	No	2.0			
		Carefully taking burglar bars from brickwork, setting aside for reuse and later taking from store and refixing in same position after installation of new window:					
	2.4	Steel burglar bar 2216 x 1467mm high overall (Item 12)	No	1.0			
		Taking out and removing door leaves, window casements, etc including ironmongery from existing timber frames and preparing existing frames to receive new door leaves, casements, etc (elsewhere measured):					
	2.5	Single door leaf from frame size 813 x 2032mm high overall (Item 18 & 20)	No	2.0			
		Taking out/off and removing glass and mirrors:					
	2.6	Mirror 600 x 600mm high from wall (Item 11)	No	2.0			
		Taking out and removing sundry joinery work, joinery fittings, etc:					
	2.7	Timber floor cupboard/desk approximately 1500 x 600 x 900mm high (Item 1 - drive through office desk)	No	1.0			
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
3		BILL NO 3					
		CARPENTRY AND JOINERY					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Fixing:					
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given separately elsewhere					
		Sizes:					
		Sizes are nominal and the Contractor shall make allowance in his prices for minor variances in stated finished sizes of timber doors, door members, door frames, architraves, etc					
		Prices					
		Prices for all joinery work are to include for general framing, housing and notching, arris rounded angles, glueing, blocking, planting on, screwing, adhesives, dowels, pellets, cross tongues, screws and nails and setting up complete and also for all square cutting and waste. Tops shall be secured with metal or hardwood buttons.					
Total Carried Forward							

COM38/2023
UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 3

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
3.1		DOORS, ETC	No	2.0			
		"Swartland SD2/OB/BR":					
		40mm Door 813 x 2032mm high (Items 18 & 20)					
3.2		WINDOWS	No	1.0			
		"Swartland" wrought meranti windows:					
		Window type WA4SP 2216 x 1487mm high with glazing beads on one side (glass elsewhere) (Item 12)					
Total Carried Forward To Summary							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
4		BILL NO 4					
		JOINERY FITTINGS, ETC					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Joinery:					
		In certain cases, joinery fittings have been given as complete units i.e. the components of the units have not been given separately (unless otherwise indicated). Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, metalwork, fixing, paint or varnish finishes, etc					
		Prices are to include for all necessary filler pieces against walls, etc					
		Descriptions of frames shall be deemed to include frames, transomes, rails, etc					
		Descriptions of hardwood joinery shall be deemed to include sinking and pelleting heads and nuts of bolts, screws, etc.					
		Fixing:					
		Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins, or to be shot-pinned, to brickwork or concrete					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere					
		Decorative thermosetting plastic laminate covering:					
		Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish					
		Ironmongery:					
		The tenderer must allow in his pricing for supply and fixing of ALL ironmongery					
		Unless otherwise described, heavy duty good quality fittings must be allowed for and samples will be required for approval by the Principal Agent					
		Sizes and dimensions:					
		All dimensions shall be verified on site before commencing the work and a full set of shop drawings showing all relevant details shall be submitted to the Principal Agent for approval, prior to the manufacture of the units					
		Where sizes are given these are nominal sizes					
		Sealants:					
		Approved polyurethane/silicone sealant complete with backing strips where necessary to be applied all round complete perimeter of fittings between fitting and surrounding structure/adjoining fittings					
		THE FOLLOWING IN KITCHEN CUPBOARDS, SHELVING, ETC					
		General:					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 4

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		The following cupboard fittings have been given as complete units i.e. the components of the units have not been given separately. Descriptions of such units shall, therefore, be deemed to include all components, assembling, housing, notching, glueing, blocking, planting-on and screwing with countersunk screws, edge strips, thermosetting plastic laminate, glass, ironmongery, tops, metalwork, paint or varnish finishes, etc					
		Cupboards, shelves, etc as per Architect's drawing No. 22024_04_002.3:					
4.1		Floor cupboard/desk 1800mm long x 750mm wide x 1300mm high overall (Item 1)	No	1.0			
4.2		Kitchenette unit 920mm long x 460mm wide x 900mm high overall, including cut-out in top for sink (sink elsewhere measured) (Item 2)	No	1.0			
4.3		Ditto, but 1760mm long x 600mm wide x 900mm high (Item 6)	No	1.0			
4.4		L-shaped kitchenette unit 3400mm external girth x 600mm wide x 900mm high overall (Item 7)	No	1.0			
4.5		Floor counter 1600mm long x 900mm wide x 1100mm high overall (Item 8)	No	1.0			
4.6		Floor cupboard 900mm long x 500mm wide x 1800mm high overall (Item 9)	No	1.0			
4.7		Pigeon hole unit 1728mm long x 350mm deep x 1000mm high overall (Item 10)	No	1.0			
4.8		Shelving unit 2882mm long x 350mm wide x 2100mm high overall including steel frame, shutter board, etc (Item 13.1)	No	1.0			
4.9		Ditto, but 1200mm long x 350mm wide x 2100mm high (Item 13.2)	No	1.0			
4.10		Ditto, but 2400mm long x 668mm wide x 2100mm high (Item 13.3)	No	1.0			
4.11		Ditto, but 3578mm long x 668mm wide x 2100mm high (Item 13.4)	No	1.0			
4.12		Ditto, but 2340mm long x 350mm wide x 2100mm high (Item 14)	No	1.0			
4.13		Shelving unit 1800mm long x 300mm wide x 1950mm high overall (Item 19)	No	1.0			
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 5

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
5		BILL NO 5					
		IRONMONGERY					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Proprietary items:					
		Where applicable, the manufacturers' names or product catalogue titles are given in sub-headings preceding the items. Prices are to be based on the specific products/articles specified. Should tenderers wish to offer alternative products/articles for certain items, these items are to be clearly marked and the alternative specification given with supporting brochures, etc clarifying the features of the products/articles offered. On request, returnable samples are to be provided to the Principal Agent for consideration					
		Locks:					
		Notwithstanding Clause 2, Item 3 of the "Ironmongery" trade of the "Standard System of Measuring Building Work, Seventh Edition", descriptions of locks shall be deemed to include two keys per lock					
		HINGES, BOLTS, ETC					
		"QS" or similar approved:					
5.1		"Ref QS4415" 100mm Steel butt hinge	No	4.0			
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 6

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
6		BILL NO 6					
		METALWORK					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Descriptions of bolts, anchors, etc:					
		Descriptions of bolts shall be deemed to include nuts and washers					
		Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete					
		Items described as "holed for bolt(s)" shall be deemed to exclude the bolts, unless otherwise described					
		Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres					
		Fixing:					
		Unless otherwise described, descriptions of items shall be deemed to include for fixing to brickwork or concrete Where items are described as "bolted", the bolts are measured elsewhere as stated in clause N.7 of the Model Preambles					
		ALUMINIUM WINDOWS, DOORS, ETC					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 6

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Aluminium windows, doors, etc:					
		The successful tenderer shall be responsible for the complete design work including determining required section sizes and fixing details, all subject to the Principal Agent approval					
		Doors, windows, etc shall be designed and constructed to withstand wind pressures of 1,1kn/m2 (unfactored) and 1,5kn/m2 (factored)					
		All calculations shall be submitted to the Principal Agent for approval					
		Doors and windows shall comply with AAAMSA design criteria					
		Glazing shall comply with SAGGA regulations. Glass thicknesses shall comply with SAGGA regulations irrespective of thicknesses shown on the schedules/drawings					
		Doors and windows shall be supplied with protective tape and plastic which shall be removed only once surrounding trades have been completed					
		The following certificates shall be provided prior to commencement of site work: 1 A copy of the relevant AAAMSA Performance Test Certificate from the manufacturer/contractor supplying the architectural aluminium product					
		2 A Certificate of Conformance confirming that anodising or powder coating has been processed in accordance with SANS 999 and SANS 1796 respectively					
		3 A copy of the relevant Performance Compliance Report from the system suppliers					
		4 A copy of the relevant Safiera Energy Rating Certification					
		5 A powder guarantee of not less than 15 years issued by the powder manufacturer. The specific conditions contained in this guarantee shall form part of the powder coating process					
		6 A Certificate of Conformance confirming that glazing has been installed in accordance with SANS 10400-N, ensuring that safety glazing materials have been installed in the mandatory areas and that each individual pane of safety glazing materials has been permanently marked					
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 6

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		7 A warranty from the manufacturer of the laminated safety glass and/or hermetically sealed glazing units guaranteeing the products against delamination and colour degradation for a period of not less than five years					
		All windows and door joints must be sealed to the inside with "Dow Corning" silicone during manufacturing					
		All dimensions shall be verified on site before commencing the work and a full set of shop drawings showing all relevant details shall be submitted to the Architect for his approval, prior to the manufacture of the units					
		Sizes					
		Where sizes are given these are nominal sizes					
		Ironmongery					
		The tenderer must allow in his pricing for supply and fixing of ALL ironmongery Heavy duty high quality fittings must be allowed for and samples will be required for approval by the Principal Agent					
		References:					
		References in descriptions of windows, doors, etc refer to the respective types of windows, doors, etc detailed on the Architect's drawings numbered 22024_04_002.2 accompanying these bills of quantities Tenderers are to price the following items in conjunction with the above Architect's drawings, etc and no claim arising from brevity of descriptions in these bills of quantities, of items shown on the Architect's drawings, etc shall be entertained					
		ALUMINIUM WINDOWS					
		Powder coated window units, complete with subframes, ironmongery, glass, coverstrips and sealing all round on both sides with approved polysulphide or similar approved sealant:					
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 7

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
7		BILL NO 7					
		TILING					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Fixing:					
		Unless described as "fixed with adhesive to plaster (plaster elsewhere)", descriptions of tiling on brick or concrete walls, columns, etc shall be deemed to include 1:4 cement plaster backing and descriptions of tiling on concrete floors, etc shall be deemed to include 1:3 cement plaster bedding					
		Tiling described as "fixed with adhesive on power floated concrete" shall be deemed to include for approved tiling key-coat					
		Ceramic, porcelain, marble and granite tiles are to be fixed and grouted with suitable adhesives and grouts from the "Tal Goldstar" or similar approved range of products as recommended by the manufacturer of the tiles					
		WALL TILING					
		600 x 600 x 8mm Porcelain tiles (Allow a Prime Cost Amount of R150/m2 delivered to site) fixed with adhesive to plaster (plaster elsewhere) and flush pointing with tinted grout:					
7.1		On walls in isolated panels, splashbacks, etc	m2	5.0			
Total Carried Forward To Summary							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
8		BILL NO 8					
		PLUMBING AND DRAINAGE					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Stainless steel basins, sinks, wash troughs, urinals, etc:					
		Stainless steel for economy basins, domestic sinks and worktops shall be Type 430 (17/0) Stainless steel for urinals, basins, quality sinks, wash troughs, institutional equipment, etc shall be Type 304 (18/8) Stainless steel for laboratory sinks, photographic equipment, etc shall be Type 316 (18/8) Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable					
		Sealing of edges:					
		Outer edges of sinks, basins, baths, urinals, etc are to be sealed against adjacent surfaces with approved mildew resistant silicone sealant and prices must include therefor					
		uPVC pipes and fittings:					
		Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings					
		uPVC pressure pipes and fittings:					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC loose sockets and fittings Pipes of 63mm diameter and greater shall have sockets and spigots with push-in type integral rubber ring joints. Bends shall be uPVC and all other fittings shall be cast iron, all with similar push-in type joints					
		High density polyethylene (HDPE) pipes and fittings:					
		Pipes shall be type IV and of the class specified with "Plasson" or "Alprene" compression fittings					
		"Polycop" polypropylene pipes:					
		Polypropylene pipes 54mm diameter and smaller shall be seamless copper coloured Class 16 pipes jointed with "Fast-fuse" heat welded thermoplastic or where so described "Polylock" compression fittings Pipes shall be firmly fixed to walls, etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions					
		Copper pipes:					
		Pipes shall be hard drawn and half-hard "Maksal" pipes of the class described. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), Class 2 (half-hard) and Class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground					
		Copper pipes are to be installed in accordance with the latest revision of the Code of Practice for Copper Plumbing soldering techniques. Flux, solder, etc to be strictly in accordance with the manufacturer's requirements with special attention to copper flux composition					
		Reducing fittings:					
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm, only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm, all sizes are given and no claims for extra bushes, reducers, etc will be entertained					
		Fixing of pipes:					
		Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc casting in, building in or suspending not exceeding 1m below suspension level					
		Paper wrapping to pipes:					
		Pipes chased into brickwork must be wrapped with two layers of stout brown paper tied with wire. Rates are to include for wrapping around joints and fittings					
		Disinfection of water pipework:					
		Water pipework is to be disinfected at completion in accordance with SANS 1200L (provision for disinfection elsewhere)					
		"Densyl" petrolatum anti-corrosion tape as manufactured by Denso SA (Pty) Ltd.:					
		Pipes to be taped shall be coated with the appropriate primer and the tape shall be applied in the appropriate widths and with suitable overlaps Couplings and fittings to pipes shall be taped in strict accordance with the manufacturer's instructions including mastic, tape, "Layflat" sheeting, securing of same, etc					
		Prices for wrapping of pipes shall include for all work as described to couplings in the length					
		Laying, backfilling, bedding, etc of pipes:					
		Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Where no manufacturers' instructions exist, pipes shall be laid in accordance with Clauses 5.1 and 5.2 of each of the following: SANS 1200L : Medium-pressure pipelines SANS 1200LD : Sewers SANS 1200LE : Stormwater drainage Pipe trenches, etc shall be backfilled in accordance with Clauses 3, 5.5, 5.6, 5.7 and 7 of SANS 1200DB : Earthworks (Pipe trenches)Pipes shall be bedded in accordance with Clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SANS 1200LB : Bedding (Pipes)Unless otherwise described, bedding of rigid pipes shall be Class B bedding					
		General:					
		Descriptions of cast iron roof outlets shall be deemed to include joints to pipes and casting into concrete (adaptors for joints to PVC pipes, etc are given separately) Descriptions of overflow pipes where measured in number, shall be deemed to include joints to cisterns and splay cut ends					
		Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 98% Mod AASHTO density and disposal of surplus material on site					
		Descriptions of service pipes and flexible connecting pipes shall be deemed to include connections to taps, cisterns, etc and to steel pipes (adaptors for connections to copper pipes, etc are given separately)					
		Descriptions of WC pans, slop hoppers, etc shall be deemed to include for joints to soil pipes (pan connectors are separately measured) and shall have straight or side outlets and "P" or "S" traps as necessary					
		Description of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.					
		As-built drawings:					
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 8

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Where required, the Contractor shall prepare an updated set of as-built drawings. At completion of the contract the Contractor shall hand these drawings to the Principal Agent for reproducing onto the originals for handing over to the Employer (provision for allowance of as-built drawings elsewhere)					
		SANITARY FITTINGS AND BRASSWARE					
8.1		Prime Cost Amount of Nine Thousand Five Hundred for supplying sanitary fittings	Prov Sum	1.0			
8.2		Profit (.....%)	%	0.0			
8.3		General attendance as described	Sum	1.0			
		Take delivery, store, protect and install the following sanitary fittings:					
8.4		Bib-tap (Item 11)	No	4.0			
8.5		Single bowl sink, including mixer, waste, trap, etc on cupboard (cupboard elsewhere) (Items 2&6)	No	2.0			
8.6		16mm Stopcock (Items 2&6)	No	2.0			
		SANITARY PLUMBING					
		NOTE: The tenderer is responsible for the complete plumbing design and is to investigate the conditions and existing services on site in order to price for a all-inclusive plumbing price. The tenderer is to allow for all pipework, fittings, etc required.					
		Soil, vent pipes, cowls, etc to service the following, complete:					
8.7		Single bowl sink (Items 2&6)	No	2.0			
		Testing:					
8.8		Testing waste pipe system	Item	1.0			
		WATER SUPPLIES					
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		NOTE: The tenderer is responsible for the complete plumbing design and is to investigate the conditions and existing services on site in order to price for a all-inclusive plumbing price. The tenderer is to allow for all pipework, fittings, etc required.					
8.9		Cold water supply pipes to serve the following: Single bowl sink including mixer (Items 2&6)	No	2.0			
8.10		Testing: Testing water pipe system	Item	1.0			
8.11		AS-BUILT DRAWINGS Provision of as-built drawings	Item	1.0			
Total Carried Forward To Summary							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 9

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
9		BILL NO 9					
		GLAZING					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		Float glass:					
		The term "float glass" is used for monolithic annealed glass					
		Laminated glass:					
		Laminated glass to have polyvinyl butyral (PVB) interlayer(s)					
		GLAZING TO WOOD WITH PINNED-ON BEADS (BEADS ELSEWHERE)					
		6.38mm Normal strength (NS) clear laminated safety glass:					
9.1		Panes not exceeding 0,1m ² (Item 12)	m2	3.0			
		MIRRORS, ETC					
		4mm Silvered float glass copper backed mirrors with polished edges, fixed with double sided adhesive tape and silicone:					
9.2		Mirror 600 x 600mm high (Item 11)	No	2.0			
Total Carried Forward To Summary							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 10

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
10		BILL NO 10					
		PAINTWORK					
		PREAMBLES					
		The General Preambles for Trades (2017 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said General Preambles will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		SUPPLEMENTARY PREAMBLES					
		PREPARATORY WORK TO EXISTING WORK					
		Previously painted plastered surfaces:					
		Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and minor cracks shall be opened, filled with a suitable filler and finished smooth					
		Previously painted wood surfaces:					
		Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed and cracks and crevices shall be primed, filled with suitable filler and finished smooth					
		PAINT SPECIFICATIONS					
		All painting shall be done in accordance with "Dulux" specifications, unless otherwise described					
		PAINTWORK, ETC TO NEW WORK					
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 11

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
11		BILL NO 11					
		WALKWAYS (ALL TRADES)					
		PREAMBLES					
		The General Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said General Preambles, will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		NOTE: Tenderers are referred to all Supplementary Preambles listed elsewhere in this document when pricing this trade. Below is a list of additional Supplementary Preambles not already included elsewhere					
		SUPPLEMENTARY PREAMBLES					
		ROOF COVERINGS					
		Profiled metal roof sheeting and accessories shall be supplied with a 10 year guarantee and be installed by an approved installer					
		All fixing holes shall be drilled and not punched					
		Roof covering accessories shall be manufactured from the same material as used for roof covering					
		REMOVAL OF EXISTING WORK					
		Taking down and removing rainwater goods, etc:					
11.1		Aluminium half-round gutters not exceeding 250mm girth including ends, bends, outlets, brackets, etc complete	m	27.0			
11.2		Aluminium rainwater downpipes not exceeding 150mm diameter, including bends, shoes, brackets, etc complete	m	12.0			
Total Carried Forward							

COM38/2023

UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 11

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		POST FOUNDATIONS					
11.3		Excavate for and install 600 x 600 x 600m mass concrete base for new walkway post (post elsewhere measured), including backfilling, etc complete	No	19.0			
11.4		Ditto, but 800 x 800 x 600m including taking up existing paving and reinstating at completion	No	4.0			
		GALVANISED STEEL ROOF MEMBERS					
11.5		120 x 80 x 3mm Hollow section posts including brackets, etc (In No.19)	kg	627.0			
11.6		120 x 80 x 3mm Hollow section beams including brackets, etc (In No.19)	kg	440.0			
11.7		IPE200aa I-section posts including brackets, etc (In No.4)	kg	264.0			
11.8		IPE200aa I-section beams including brackets, etc (In No.5)	kg	454.0			
11.9		125 x 75 x 20 x 2.5mm Thick cold-formed lipped channel purlins	kg	846.0			
11.10		Bolts	kg	16.0			
11.11		12mm Expansion bolt	No	52.0			
		ROOF COVERINGS					
		0,5mm "Victorian" profile or similar approved light industrial Z275 spelter galvanised steel sheeting, with "Globalcoat" finish one side and half coat "Globalcoat Grey" other side, and accessories fixed to steel purlins (colour to match existing)					
11.12		Roof covering with pitches not exceeding 25 degrees	m2	105.0			
		Accessories:					
11.13		Cover flashings	m	36.0			
11.14		Head wall flashings	m	36.0			
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
12		BILL NO 12					
		PAVING (ALL TRADES)					
		PREAMBLES					
		The General Preambles for Trades (2017 edition), as published by the Association of South African Quantity Surveyors, shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items, fully described in the said General Preambles, will be entertained					
		The following "Supplementary Preambles" are incorporated in this bill to satisfy the requirements of the project and shall take precedence over the provisions of the said General Preambles					
		NOTE: Tenderers are referred to all Supplementary Preambles listed elsewhere in this document when pricing this trade. Below is a list of additional Supplementary Preambles not already included elsewhere					
		SUPPLEMENTARY PREAMBLES					
		EARTHWORKS					
		Nature of ground:					
		The nature of the ground is assumed to be loose sandy material, therefore "earth", but possibly interspersed with "soft rock" or "hard rock"					
		Subterranean water:					
		No subterranean water is expected					
		Should the Contractor however, encounter any subterranean water on the site, he shall immediately notify the Principal Agent thereof and submit recommendations for keeping the works free from subterranean water together with all costs involved therewith					
		Carting away of excavated material:					
		Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site					
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Filling:					
		Notwithstanding the reference to prescribed multiple handling in clause 1 of the Standard System of Measuring Building Work, prices for filling and backfilling shall include for all selection and any necessary multiple handling of material					
		Maintenance period:					
		The maintenance period to civil works such as roads, parking and related earthworks shall be twelve calender months					
		DEMOLITIONS, ETC					
		Carefully taking up and set aside for re-use:					
12.1		50mm Thick brick paving with mortar joints on sand bed	m2	73.0			
12.2		Extra over for removing excess pavers not used from site	m2	48.0			
		Breaking up and removing:					
12.3		100mm Thick mesh reinforced concrete surface beds, paving, etc	m2	21.0			
12.4		Tiles to floors	m2	21.0			
		Demolishing and removing:					
12.5		One brick boundary or yard walls 2400mm high	m	1.0			
		Making good external cement plaster repaint:					
12.6		Walls where half one brick walls removed	m2	1.0			
		SITE CLEARANCE, ETC					
		Site clearance:					
12.7		Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc and trees not exceeding 200mm girth	m2	132.0			
Total Carried Forward							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
12.8		Stripping average 150mm thick layer of top soil and removing from site	m2	132.0			
		REMOVAL OF TREES, ETC					
		Cutting down and removing, grubbing up roots and filling in holes:					
12.9		Tree exceeding 200mm and not exceeding 500mm girth	No	5.0			
12.10		Tree exceeding 500mm and not exceeding 1000mm girth	No	1.0			
		PAVINGS, ETC					
		SUPPLEMENTARY PREAMBLES					
		Testing of material and filling:					
		Descriptions of earth filling, compaction, etc shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series					
		Precast concrete block road surfacing:					
		Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications					
		Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere)					
		Clean sand shall be swept into joints at completion					
		EARTHWORKS					
		Excavation in earth not exceeding 2m deep:					
12.11		Over site between buildings, retaining walls, etc to reduce levels and dispose in prescribed stock piles on site	m3	31.0			
		Extra over all excavations for carting away:					
Total Carried Forward							

COM38/2023**UPGRADING OF THE BLANCO HOUSE, GEORGE**

Bill No 12

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
12.12		Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m3	31.0			
		Compaction of surfaces:					
12.13		Compaction of ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 98% Mod AASHTO density	m2	205.0			
		Earth filling from commercial sources supplied by the Contractor under parking areas, roadways, etc:					
12.14		Sub-base course of G5 material compacted to 98% Mod AASHTO density	m3	27.0			
		Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/m2:					
12.15		Under paving, etc	m2	205.0			
		Take from client stockpile on site and install only 80mm thick 35MPa precast concrete interlocking block paving of 203 x 102mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 20mm thick sand layer (supplied by contractor) with joints filled in with sand, compacted with a vibration compactor:					
12.16		Paving to parking areas, walkways, etc to falls	m2	180.0			
		Take from stockpile (taking up elsewhere measured), thoroughly clean of all cement, dirt, etc and install 200 x 100 x 50mm cement paving bricks with butt joints with sand-and-cement mixture swept into joints and hosed down, including preparation of ground or filling:					
12.17		200mm Wide brick-on-flat header course edgings on 30mm thick mortar bed	m	123.0			
Total Carried Forward To Summary							

COM38/2023UPGRADING OF THE BLANCO HOUSE, GEORGE

Bill No 13

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
13		BILL NO 13					
		SUBCONTRACT AMOUNTS					
		PREAMBLES					
		General:					
		Subcontract amounts are net. Subcontract amounts are for material and equipment supplied and installed complete by firms of specialists					
		Each subcontract amount may comprise more than one element of work. Therefore, each subcontract amount may include for work to be carried out by more than one subcontractor					
		Profit:					
		Where stated, the Contractor may allow for profit if required					
		General attendance on nominated/selected subcontractors:					
		The item "General Attendance" which follows each subcontract amount for nominated/selected subcontractors' work, shall be deemed to cover all the Contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:					
		1. Access to the site and places where the subcontract work is to be carried out, including the reasonable use of any temporary personnel hoists erected by the Contractor					
		2. The provision of water and lighting and of single phase electric power to a position within 50 metres of the place where the subcontract work is to be carried out but excluding water, fuel and power for commissioning of any installation					
		3. The provision of an area for the subcontractor to establish temporary office accommodation and workshops and for the storage of plant and materials					
		4. The use of erected scaffolding belonging to the Contractor, in common with others having the like right, while it remains erected on the site					
Total Carried Forward							

UPGRADING OF THE BLANCO HOUSE, GEORGE

[illegible]

UPGRADING OF THE BLANCO HOUSE, GEORGE

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
14		BILL NO 14 BUDGETARY ALLOWANCES PREAMBLES General: A Budgetary Allowance is a sum of money included in the contract sum for work intended for execution by the Contractor, the extent of which is identified but not detailed Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances Each Budgetary Allowance may comprise more than one element of work ADDITIONAL ALTERATION AND REPAIR WORKS					
14.1		Budgetary Allowance of Forty Thousand Rand for additional alteration and repair works	Prov Sum	1.0	40 000	40 000	00
Total Carried Forward To Summary							

COM38/2023
UPGRADING OF THE BLANCO HOUSE, GEORGE

SUMMARY OF SECTIONS

SECTION	DESCRIPTION	AMOUNT (RAND)
1	Bill No 1	.....
2	Bill No 2	.....
3	Bill No 3	.....
4	Bill No 4	.....
5	Bill No 5	.....
6	Bill No 6	.....
7	Bill No 7	.....
8	Bill No 8	.....
9	Bill No 9	.....
10	Bill No 10	.....
11	Bill No 11	.....
12	Bill No 12	.....
13	Bill No 13	.....
14	Bill No 14	.....
	SUBTOTAL	.....
1	Contingencies (10%)	.....
	SUBTOTAL	.....
2	VAT (15%)	.....
Total Carried Forward To Summary Of Schedules		.....

GEORGE MUNICIPALITY**DIRECTORATE: COMMUNITY SERVICES****TENDER NUMBER: COM038/2023****THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE BLANCO HOUSE, GEORGE****Scope of Works (C3)****C 3.1 DESCRIPTION OF WORKS**

Blanco House is a previously residential building now being used as a municipal office. In order to better accommodate the function of the facility, the following upgrades, additions and changes must be made:

- **UNDERCOVER VEHICULAR WAITING BAY:**

A drive-through facility requires an undercover bay for a car to park next to a service window. This structure will be an open-sided steel structure with a sheet metal roof, planted on new foundations on one side, and fixed to the existing building on the other side.

- **UNDERCOVER WALKWAY:**

An undercover walkway is required to provide shelter to employees and customers. This structure will be an open-sided steel structure with a sheet metal roof, planted on new foundations on one side, and fixed to the existing building on the other side. It will have a new paved floor, finished as per specifications.

- **INTERIOR WORK:**

There are a number of new joinery items needed comprising of kitchen cabinets, kitchenette cabinets, desks, filing cabinets and medium duty filing shelves.

Part of the interior upgrade includes the installation of 2 new aluminium windows/doors and the replacement of an existing timber window.

There are some general maintenance items throughout the buildings.

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF THE
BLANCO HOUSE, GEORGE**

ANNEXURE B: OHS (Part C4)

GEORGE MUNICIPALITY

DIRECTORATE: COMMUNITY SERVICES

TENDER NUMBER: COM038/2023

**THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADING OF
THE BLANCO HOUSE, GEORGE**

Annexure C: Drawings (Part C5)

The following drawings are applicable:

Plan no. 22024_04_002.1

Plan no. 22024_04_002.2

Plan no. 22024_04_002.3