

**BDPWR 0062/21**

**NORTH WEST PROVINCE  
DEPARTMENT OF PUBLIC WORKS AND ROADS**



**BOJANALA DISTRICT**

**BILLS OF QUANTITIES**

**FOR**

**ARTS,CULTURE,SPORTS AND RECREATION**

**MINOR REPAIRS AND RENOVATIONS OF  
BOJANALA DISTRICT LIBRARY**

**AT  
RUSTENBURG LOCAL MUNICIPALITY**



*Issued by:  
Department of Public Works  
and Roads  
Private Bag X 82336  
Rustenburg0300*

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### MINOR REPAIRS AND RENOVATIONS OF RUSTENBURG NORTH LIBRARY TENDER DOCUMETS

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**T1.1**

**TENDER  
NOTICE AND  
INVITATION**

## PART A: INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND ROADS</b>					
BID NUMBER:	BDPWR 0062/21	CLOSING DATE:	25 FEBRUARY 2022	CLOSING TIME:	11H00
DESCRIPTION	MINOR REPAIRS AND RENOVATIONS OF BOJANALA DISTRICT LIBRARY AT RUSTENBURG LOCAL MUNICIPALITY				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>DPWR</b>					
<b>1697 ZENDELING, OLD INDUSTRIAL AREA</b>					
<b>RUSTENBURG</b>					
<b>0300</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 B:3 BELOW]	
SIGNATURE OF BIDDER		.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED	ALL LINE ITEMS			TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			Mr. F. Seleke		
TELEPHONE NUMBER			TELEPHONE NUMBER		
087 086 6033			087 806 6140		
FACSIMILE NUMBER			FACSIMILE NUMBER		
N/A			014 523 5803		
E-MAIL ADDRESS			E-MAIL ADDRESS		
fmolesiwa@nwpq.gov.za			fseleke@nwpq.gov.za		

## PART B: TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**T1.2**

**TENDER  
DATA**



**dpwr**

Department:  
**Public Works and Roads**  
North West Provincial Government  
Republic of South Africa

Zendeling Street  
Old Industrial Site  
Rustenburg, 0300  
Private Bag X 82336, Rustenburg, 0300  
Republic of South Africa  
Tel.: +27 (014) 594 0990  
Fax: +27 (014) 592 1997  
Website: [www.nwpg.gov.za/public-works](http://www.nwpg.gov.za/public-works)

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## **BOJANALA DISTRICT**

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### **DISTRICT SUPPLY CHAIN MANAGEMENT**

#### **PART 1: TENDERING PROCEDURES**

##### **T1.2 TENDER DATA**

The condition of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Condition of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

##### **Annex A**

Standard Tender Notice and invitation

##### **Annex B**

Form of Offer and Acceptance

##### **Annex C**

Standard Condition of Tenders

##### **Annex F**

Record of Addenda to Tender Documents

#### **STANDARD CONDITION OF TENDER**

##### **C.1 General**

##### **C.1.1 Actions**

C.1.1.1 The employer and each tender submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave

equitably, honestly and transparently. Comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflicts 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 rescues themselves from the procurement process as appropriate.

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 tender documents issued by the employer comprise:

#### **Part T1: Tendering procedures**

T1.1 Tender notice and invitation

T1.2 Tender data

#### **Part T2: Returnable documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

#### **Part C1: Agreements and contract data**

C1.1 Form of offer and acceptance

C1.2 Contract data

#### **Part C2: Pricing data**

C2.1 Pricing instructions

C 2.2 Bill of Quantities/ Activity Schedule

#### **Part C3: Scope of work**

C3 Scope of work

#### **Part C4: Site information**

C4 Site information

### **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 purpose, shall form part of any contract arising from the invitation to tender.

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

- a) **Conflict of interest** means any situation in which:
  - 1) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - 2) An individual or tenderer is in position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - 3) Incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration.
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.
- d) **Fraudulent practice** means the misrepresentative of the facts in order to influence the tender process or the award of a contract arising from tender offer to the detriment of the employer including collusive practices intended to establish prices at artificial levels.

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

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

The Employer's agent is:

Name :  
Address : PWR District Office  
Old Industrial Site  
Zendeling Street  
Rustenburg, 0300

Tel : 014 5238332  
Cell :  
E-MAIL :

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

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

a) due to change circumstances, there is no longer a need for the engineering and construction works specified in the invitation.

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received

d) there is material irregularity in the tender process.

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

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

## **C.2 Tenderer's obligation**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

C.2.2.2 The tender document will be issued for free.

### **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 invitation, 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, service or supply and raise questions. Details of the meeting is as follows:

Venue: Department of Public Works and Roads  
Rustenburg District office  
1697 Zending Street  
Old Industrial Site  
0300

Date and Time: As stated in the Tender Notice and Invitation to Tender

#### **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 tender is advised to seek qualified advice regarding insurance.

The form of contract to be used is:  
General Condition of Contract (GCC)

### **C.2.10 Pricing the tender offer**

C.2.10.1 Includes 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 additional to the tendered total of the prices.

C.2.10.3 Provides 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 States 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 if a main tender offer, strictly in accordance with all 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.

Identified Work

Supply and replacement of window panes at Rustenburg District Office

Bid no:

C.2.13.2 Return returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.

C.2.13.3 Submits the parts of the tender offer communicated on paper as an origin 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 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 which 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 One envelope system is required

C.2.13.7 Seal the original tender offer 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 shall not than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

The closing time and date of the tender offer:

As stated in the **Tender Notice and Invitation to Tender**

C.2.1ed 5.2 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**

**Tender offer validity period is four (4) weeks. Any extension beyond four (4) weeks must be approved by the Accounting Officer.**

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 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 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).ion

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

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

### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tender not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

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

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

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

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

### **C.2.21 Check final draft**

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

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

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

### **C.2.23 Certificates**

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

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

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, The Employer may grant such extension and, shall then notify all 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-envelop 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 BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

**Not applicable**

### **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 the 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 requirements of these Conditions of Tender
- b) Has been properly and fully complete 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) Detrimentially 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 tenderers 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 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:
  - (1) Line item totals resulting from the product of a unit rate and quantity in bills of quantities or schedules of prices; or
  - (2) 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' addition of prices, the total of the prices shall govern and 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 tender offers**

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

### C.3.11 Evaluation of tender offers

The Standard Condition 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 specific project.

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

	<b>The CIDB Standard Condition of Tender are based on a procurement system that satisfies the following system requirements</b>
<b>Requirements</b>	<b>Qualitative interpretation of goal</b>
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 implements and conflicts of interest.
Competitive	The system provides for appropriate levels of completion to ensure cost effective and best value outcome.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

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

### **EVALUATION USING A POINT SYSTEM**

The bidder obtaining the highest number of total points will be awarded the contract.

Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

Points scored must be rounded off to the nearest 2 decimal phase.

In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

### **Formula for calculating the value of Ps**

The 80/20 preference point systems used.

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

### **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with his status level.

### **C.3. 11.1 General**

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

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

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

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

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

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

### **C.3.14 Prepare contract documents**

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

- a) Addenda issued during the tender period,
- b) Inclusion of some of the returnable documents and
- c) Other revisions agreed between the employer and the successful tenderer.

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.17 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.

Name.....  
Employer Representative

Sign.....

Name.....  
Contractor or Representative

Sign.....

# T2

## RETURNABLE DOCUMENTS

**Tender**

**Part T2: Tender Procedure**

**T2.1**

**LIST OF  
RETURNABLE  
DOCUMENTS**



## **T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

Tenders are required to submit each of the following with their tender as per TENDER SUBMISSIONS CHECKLIST. Each item must be circled and submitted as indicated.

These documents or items are considered to be compulsory or “gate keepers”. Failure to submit such documents may result in the Bid being declared Non-responsive and as a result this may lead to disqualification.

### **BID SUBMISSION CHECKLIST**

<b>Ref</b>	<b>Document Description</b>	<b>Check</b>
A	SBD 1 – Invitation to Bid (Two pages)	Yes/ No
B	SBD 2 – Tax Clearance Certificate (One page)	Yes/ No
C	SBD 3.1 Pricing Schedule – Firm Prices (One page)	Yes/ No
D	SBD 4 – Declaration of Interest (Four pages)	Yes/ No
E	Annexure C (Four pages)	Yes / No
F	SBD 6.1 – Preference Points claimed in terms of the PPPFA. 2011. (Five pages)	Yes/ No
G	Annexure D (Two pages)	Yes/ No
H	SBD 6.2 Declaration Certificate for Local Production and Contents for Designated Sectors (Five pages)	Yes/ No
I	Annexure C,D and E (Three pages)	Yes/ No
J	SBD 8 – Declaration of bidder 's past SCM practices (Two pages)	Yes/ No
K	SBD 9 – Certificate of Independent Bid determination (Three pages)	Yes/ No
L	<b>CSD Summary report</b>	Yes/ No
M	Company Registration Certificate ( CK )	Yes/ No
N	Valid Tax Clearance Certificate or Tax Pin Number	Yes/ No
O	BBBEE certificate	Yes/ No
P	Certified copy of ID all company directors	Yes/ No
Q	Tender Data signed (Sixteen pages)	Yes/ No
R	Priced Bill of Quantities (Six pages)	Yes/ No
S	Site Clarification certificate (One page)	Yes/ No
T	Complete and signed Tender documents (Initial all pages)	Yes/ No
U	CIDB Registration	Yes/ No

# T2.2 LIST RETUNABLE SCHEDULE

Tender  
T2.2

Part T2: Tender Procedure  
Returnable Schedule

## **T2.2 RETURNABLE SCHEDULES**

### **COMPLETE AND SIGNED BID SUBMISSION CHECKLIST**

- A. SBD 1 – Invitation to Bid
- B. SBD 2 – Tax Clearance Certificate Requirements
- C. SBD 3.1 Pricing Schedule – Firm Prices
- D. SBD 4 – Declaration of Interest
- E. Annexure C
- F. SBD 6.1 Preference Points claim form in terms of the PPPFA regulations.
- G. Annexure D
- H. SBD 6.2
- I. Annexure C.D and E
- J. SBD 8 – Declaration of Bidders' past SCM practices.
- K. SBD 9 – Certificate of Independent Bid determination
- L. Letter of Authority: Company, Ownership, Partnership, Joint Venture, Sole Proprietor.
- M. CSD Summary Report
- N. Company Registration Certificate ( CK )
- O. Valid Tax Clearance Certificate
- P. BBBEE certificate
- Q. Certified copy of ID all company directors
- R. Tender Data
- S. Priced Bill of Quantities
- T. Site clarification certificate
- U. CIDB Registration Certificate

**NOTE:** The Bidder is required to complete and sign each and every schedule and form listed above to the best of his ability as the Evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer shall lead to rejection on the grounds that the **Bidder is not Responsive.**

## DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

.....

.....

.....

**YES/NO**

.....

.....

.....

**YES/NO**

.....

[illegible]

**4 DECLARATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011

## Annexure D: Compulsory Declaration

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

## Section 1: Enterprise details

<b>Name of enterprise</b>	
<b>Contact person</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Cell</b>	
<b>Fax</b>	
<b>Physical address</b>	
<b>Postal address</b>	

## Section 2: Particulars of companies and close corporations

<b>Company / Close Corporation registration number</b>	
--	--

## Section 3: SARS information

<b>Tax reference number</b>	
<b>VAT registration number</b>	(state <i>Not Registered</i> if not registered for VAT)

## Section 4: CIDB registration number

<b>CIDB Registration number (if applicable)</b>	
---	--

## Section 5: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act, 1984, (Act No. 69 of 1984).

[illegible]

**Attach separate page if necessary**



**Section 6: Record in the service of the state**

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |   |  |
|---|--|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |  |

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

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

Insert separate page if necessary

**Section 7: Record of family member in the service of the state**

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has within the last 12 months been in the service of any of the following:

- |   |   |
|---|---|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity             |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                    |   |

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

Insert separate page if necessary

### Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

### Section 9: Declaration

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated otherwise in an attachment hereto, and to the best of my belief is both true and correct, and that:

- i) neither the name of the tendering entity, nor any of its principals, appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004); or
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za));
- ii) the tendering entity or any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;
- v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;
- vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

NOTE 1: The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment

for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

**90/10**

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

**Ps** = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

- 7.1.1 If yes, indicate:

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

(**Tick applicable box**)

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

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

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....  
.....

2

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:



## Annexure C: Preferencing schedule: Broad-Based Black Economic Empowerment status

### Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *"Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy."*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003, including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

### 1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

### 2 Sufficient evidence of qualification

#### 2.1 Exempted micro-enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor's certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporations Act of 1984 in respect of the entity's last financial year, or a 12-month period which overlaps with its current financial year; or
- b) a certificate issued by a verification agency and which is valid as at the closing date for submissions.

#### 2.2 Enterprises other than micro-exempted enterprises

Sufficient evidence of B-BBEE status is an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by the Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions.

### 3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% Maximum points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 contributor	90
Level 1 contributor	100

#### 4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (tick applicable box):

☐ Generic code of good practice

☐ Other – specify

.....

.....

- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature: .....

Name: .....

Duly authorised to sign on behalf of: .....

Telephone: .....

Fax: ..... Date: .....

Name of witness: ..... Signature of witness: .....

**Note:** 1) Failure to complete the declaration will lead to the rejection of a claim for a preference.

- 2) Supporting documentation of the above-mentioned claim for a preference must be submitted with the tender submission to be eligible for a preference.

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goodsStipulated minimum threshold

Joining/Connecting Components	100%
Frames	100%
Roofs and Cladding	100%
Fasteners	100%
Wire Products	100%
Structural steel	100%
Gutters, downpipes	100%
Plates	100%
Pvc	100%
HDPE	100%
Rubber	100%
Paint	100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES		NO	x
-----	--	----	---

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

**NB**

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Local Content Declaration - Summary Schedule

(C7) Specified local content %

**Note: VAT to be excluded from all calculations**

Pula			EU	GBP

[illegible][illegible]

(C20) Total tender value
1000000

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

**Signature of tenderer from Annex B**

Date:



(D1)	Tender No.				
(D2)	Tender description:				
(D3)	Designated Products:				
(D4)	Tender Authority:				
(D5)	Tendering Entity name:				
(D6)	Tender Exchange Rate:	Pula		EU	GBP

#### A. Exempted imported content

## Summary

(D19) Total exempt imported value

### B. Imported directly by the Tenderer

## Summary

(D32) Total imported value by tenderer

**C. Imported by a 3rd party and supplied to the Tenderer**

## Summary

(D45) Total imported value by 3rd party

#### D. Other foreign currency payments

### Summary of payments

Local value of payments

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C

**Signature of tenderer from Annex 8**

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

**Note: VAT to be excluded from all calculations**

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

<b>Local Products (Goods, Services and Works)</b>	<b>Description of Items purchased</b>	<b>Local suppliers</b>	<b>Value</b>
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	

(E13) Total local content	
---------------------------	--

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

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



## Guidance Document for the Calculation of Local Content

### 1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### 2. GENERAL

#### 2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).



**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.



### **Process when requesting exemption letters**

For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption per tender. After checking with the industry, **the dti** will decide whether to grant an exemption or not.

In the official request (signed letter), the following information should be included:

- Procuring entity/government department/state owned company.
- Tender/bid number.
- Closing date.
- Item(s) for which the exemption is being requested for.
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
- Reason(s) for the request.
- Supporting letters from local manufacturers and suppliers.

**NB - Exemption letters are tender specific and applications are not transferrable.**

The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.

Request for exemption letters are to be directed to:

**Dr Tebogo Makube**

Chief Director: Industrial Procurement

**Tel:** 012 394 3927

**E-mail:** tmakube@thedti.gov.za.

The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

**Patricia Khumalo**

**Tel:** 012 394 1390

**E-mail:** khumaloP@thedti.gov.za.

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**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 Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

## MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY

### CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box below. The tenderer must complete the certificates set out below or the relevant category

1. COMPANY	2. CLOSE CORPORATION	3. PARTNERSHIP	4. JOINT VENTURE	5. SOLE PROPRIETOR

Tenders are to attach Company / Close corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In case of JV, the JV Agreement and power of attorney must be attached.

In case of one man concerns, ID copies must be attached.

---

#### **1. CERTIFICATE OF COMPANY**

I, \_\_\_\_\_ Chairperson of the board of

Hereby confirm that by resolution of the board (attach copy of minutes) taken

On \_\_\_\_\_ 2019, Mr/Ms \_\_\_\_\_ acting in the

Capacity of \_\_\_\_\_ was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

Board Chairman : \_\_\_\_\_

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

Witness 1 : \_\_\_\_\_

Witness 2 : \_\_\_\_\_



## **MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

### **2.CERTIFICATE OF CLOSE CORPORATION**

We the undersigned, being the key members in business trading as

\_\_\_\_\_ hereby authorise

Mr/Ms \_\_\_\_\_ acting in the capacity of

\_\_\_\_\_ to sign all documents in connection with this

TenderBid No. \_\_\_\_\_ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			
5.			

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole.

## **MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

### **3                    CERTIFICATE OF PARTNERSHIP**

We the undersigned, being the key members in business trading as

\_\_\_\_\_ hereby authorise

Mr/Ms \_\_\_\_\_ acting in the capacity of

\_\_\_\_\_ to sign all documents in connection with this

tender Bid No. \_\_\_\_\_ and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			
5.			

## **MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole

### **4. CERTIFICATE OF JOINT VENTURE**

We the undersigned, are submitting this tender offer in Joint Venture hereby

Authorise Mr/Ms \_\_\_\_\_ as the authorised

Signatory of the company \_\_\_\_\_ acting in the

Capacity of lead partner, to sign all documents in connection with this tender  
Bid No. \_\_\_\_\_ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by  
the legally authorised signatories of all the parties involved to the JV.

NAME	ADDRESS	SIGN	DATE
1.			
2.			
3.			
4.			

**MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

5.			

NB: This certificate is to be completed and signed by all the key members upon whom rests the direction and affairs of the Close Corporation as a whole.

**5. CERTIFICATE OF SOLE PROPRIETOR**

I, \_\_\_\_\_ hereby confirm that I am  
the sole owner of business trading as

\_\_\_\_\_  
\_\_\_\_\_

Acting in the capacity of \_\_\_\_\_ is authorised to sign all  
documents in connection with this tender and any contract resulting from it on  
behalf of the company.

Sole Owner : \_\_\_\_\_ Date: \_\_\_\_\_

Witness 1 : \_\_\_\_\_ Witness 2 : \_\_\_\_\_

**C1**

**AGREEMENTS  
AND  
CONTRACT  
DATA**

C1.1

# FORM OF OFFER AND ACCEPTANCE

**Tender**

**C1.1**

**Part C1: Agreement and Contract**

**Form of offer and Acceptance**



## : FORM OF OFFER AND ACCEPTANCE

Tender\* no: BDPWR 0062/2021

### OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

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

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

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

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

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

### THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: ..... ..... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: .....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .....
---	-----------	---

### AND WHO IS (if applicable):

Trading under the name and style of: .....
--

### AND WHO IS:

Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> <b>A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.</b>
---	---

### SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



Tender no: BDPWR 0062/2021

**WITNESSED BY:**

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ..... ☐The official alternative ..... ☐Own alternative (only if documentation makes provision therefore) .. ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

**SECURITY OFFERED:**

(a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction\*\* of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

(b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

(1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) **select** Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) **select** Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

**Other Contact Details of the Tenderer are:**

Telephone No. .... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



## ACCEPTANCE

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

**Tender: MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

**The terms of the contract, are contained in:**

- Part 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) within seven working days of the date of such submission 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.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Bojanala Department of Arts and Culture
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date

**Tender no: MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY**

### Schedule of Deviations

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



**1.1.1. Subject:**

**Detail:**

**1.1.2. Subject:**

**Detail:**

**1.1.3. Subject:**

**Detail:**

**1.1.4. Subject:**

**Detail:**

**1.1.5. Subject:**

**Detail:**

**1.1.6. Subject:**

**Detail:**

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

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

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

**C1.2**

**CONTRACT  
DATA**



## MINOR WORKS AGREEMENT

Project

Employer

Contractor

Contract Date

File Code

## The Joint Building Contracts Committee® - NPC Minor Works Agreement Edition 5.2 – May 2018

### JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit [www.jbcc.co.za](http://www.jbcc.co.za). The JBCC® does not sell directly to users but may be contacted at [info@jbcc.co.za](mailto:info@jbcc.co.za)

### Minor Works Agreement structure

The agreement clauses follow the project execution sequence. The documents aim to set out clear, balanced and enforceable procedures, rights and obligations which, when competently managed and administered, protect the employer, contractor and subcontractors alike. The following additional documents form part of the suite of contract agreements:

- The JBCC® Minor Works Agreement Contract Data that incorporates specific employer and contractor requirements
- The JBCC® General Preliminaries that covers all aspects of preliminaries for most types of projects

This agreement is intended for use where:

- The works are not complex

The employer appoints:

- A principal agent to administer the agreement and or other agents for specific aspects of the works
- Direct contractors for specialised work or installation not undertaken by the contractor

This agreement is suitable but not limited for use where:

- The contractor is a small to medium enterprise
- The employer carries the major liabilities related to the works
- The employer is responsible for the primary insurances related to the works

This agreement is *not* suitable where the works requires:

- The appointment of nominated or selected subcontractors
- Cost fluctuations  
and is *not* considered suitable where:
- The anticipated construction period is longer than nine months
- The necessary contract documentation is not complete and available at tender stage
- Completion in sections is required

### Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have results that may be prejudicial to either, or both, parties

### Disclaimer

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## Actions by the parties / principal agent within a given time

Clause	Time period	Action	Purpose
2.4	1WD-7 CD	parties or principal agent,	notices deemed to be received
5.4	5 WD	contractor > PA > employer	non-performance of an agent i.t.o. this agreement
5.5	10 WD	employer	inability to act, replace/appoint another agent i.t.o. this agreement
5.5	5 WD	contractor > employer	not appoint agent on reasonable objection
8.0	before start	employer	works risk/public liability/supplementary insurance
9.3.1	15 WD	parties	provide securities
9.3.2	20 WD	parties	provide replacement securities
9.3.3		parties	adjust security value if contract value increased by 10%+
9.3.4	10 WD	parties	return original security form on expiry
11.1	15 WD	contractor	provide security/priced document/programme
11.2.6	10 WD	contractor	commence works
12.0	before start	principal agent + agents	setting out information
14.3	5 WD	contractor	carry out a contract instruction, where practical
15.2.2	5 WD	contractor > principal agent	notice to inspect for practical completion
15.3		principal agent > contractor	list for practical completion after inspection
15.4	5 + 5 WD	contractor > principal agent	no 'list' > notice > deemed practically complete
16.3	5 WD	principal agent > contractor	updated list for final completion after inspection
17.4.1	10 WD	principal agent	revised date for practical completion
17.4.2	10 WD	principal agent	adjustment of the contract value
19.2	date [CD]	PA > contractor/employer	issue payment certificate and support forms
19.9	14 CD	employer pay contractor	make payment from date of payment certificate
19.10	21 CD	contractor pay employer	i.t.o. schedule from principal agent
19.11	3 WD notice	contractor > employer	no payment, notice to suspend/call on security/termination
19.12	5 WD	principal agent > contractor	final 'pay' certificate after certificate of final completion/accept final account
20.5	notice	contractor > principal agent	notice of possible expense and loss
20.8	30 WD	principal agent	prepare final account after date of practical completion
20.9	15 WD	contractor	accept final account
20.10	10 WD	contractor > principal agent	notice dispute final account/resolve issues and issue final account
21.2	5 WD notice	employer (PA) > contractor	list of defaults to be remedied > suspend works
21.4	5 WD notice	employer > contractor	intention to terminate if default not remedied
21.5	forthwith	employer > contractor	termination
21.7	10 WD	contractor > employer	intention to suspend/terminate if defaults not remedied
21.14.1	10 WD	contractor	remove construction equipment after termination
21.20	20 WD	principal agent (+ contractor?)	prepare status report
21.22	30 WD	principal agent (+ contractor?)	complete and agree final account
22.1	notice	either party	notice of a disagreement
22.2	10 WD	either party	disagreement not resolved > dispute
22.5.4	10 + 10 WD	either party	no determination > notice, no determination > arbitration

# MINOR WORKS AGREEMENT

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# INTERPRETATION

## 1.0 DEFINITIONS and INTERPRETATION

### 1.1 Definitions

A word or phrase in bold type in this agreement shall have the meaning assigned to it in these definitions  
A word or phrase not in bold type shall be interpreted in the context of its usage

**AGENT:** An entity [CD] appointed by the **employer** to deal with specific aspects of the **works**

**AGREEMENT:** The JBCC® Minor Works Agreement and the **JBCC® contract data**, the **contract drawings**, the specification, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**BILLS OF QUANTITIES:** The document drawn up in accordance with the measuring system [CD]

**CALENDAR DAYS:** Twenty-four (24) hour days commencing at midnight (00:00) which include Saturdays, Sundays, proclaimed public holidays and recorded **contractor's** annual holiday periods [CD]

**CERTIFICATE of FINAL COMPLETION:** A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **final completion** of the **works** was achieved

**CERTIFICATE of PRACTICAL COMPLETION:** A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved

**CONSTRUCTION EQUIPMENT:** Equipment and/or plant provided by or belonging to the **contractor** used during the **construction period**

**CONSTRUCTION INFORMATION:** All information issued by the **principal agent** and/or **agents** including this **agreement**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**

**CONSTRUCTION PERIOD:** The period commencing on the date [CD] of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA:** The document listing the project specific information

[CD]: The notation used where additional information is recorded in the **contract data**

**CONTRACT DRAWINGS:** The drawings listed [CD]

**CONTRACT INSTRUCTION:** A written instruction issued by or under the authority of the **principal agent** to the **contractor** which may include drawings, photographs and other **construction information**

**CONTRACT MINUTES:** A comprehensive set of minutes prepared by the **principal agent** in which all pertinent contractual information that arises at meetings is progressively recorded

**CONTRACT SUM:** The accepted tender amount, inclusive of **tax** [CD] that is not subject to adjustment

**CONTRACT VALUE:** A monetary value initially equal to the **contract sum**, inclusive of **tax** that is subject to adjustment in terms of this **agreement**

**CONTRACTOR:** The **party** [CD] contracting with the **employer** for the execution of the **works**

**DEFAULT INTEREST:** Interest at six (6) percentage points per annum above the ruling rate of **interest** where payment has not been received within the stipulated period compounded monthly from the due date for payment until the date of payment

**DEFECT:** Any aspect of materials and workmanship forming part of the **works** that does not conform to the **agreement** and/or **construction information**

**DIRECT CONTRACTOR:** An entity appointed under separate agreement by the **employer** to do work on **site** prior to **practical completion** [CD]

**EMPLOYER:** The **party** [CD] contracting with the **contractor**



**EMPLOYER'S ALLOWANCE:** An amount including the **contractor's** mark-up included in the **contract sum** for work intended for execution by the **contractor**, or by others, the extent of which is identified but not detailed

**FINAL ACCOUNT:** The document prepared by the **principal agent** that reflects the final **contract value** of the **works** at **final completion** or termination

**FINAL COMPLETION:** The stage of completion of the **works** as certified by the **principal agent** where the **works** has been completed and is free of **defects**

**FINAL PAYMENT CERTIFICATE:** The certificate issued by the **principal agent** after the issue of the **certificate of final completion** after the **final account** has been agreed

**FORCE MAJEURE:** An exceptional event or circumstance that:

- Could not have been reasonably foreseen
- Is beyond the control of the **parties**, and
- Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and/or hostile acts of foreign enemies
- Insurrection, rebellion, revolution, military or usurped power and terrorism
- Civil commotion, disorder, riots, strike, lockout by persons other than the **contractor's** employees or his subcontractors
- Sonic shock waves caused by aircraft or other aerial devices and ionising or radioactive contamination
- Explosive materials, except where attributable to the **contractor's** use of such technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

**FREE ISSUE:** **Materials and goods** provided at no cost to the **contractor** by the **employer** for inclusion in the **works** [CD]

**GUARANTEE for ADVANCE PAYMENT:** A **security** in terms of the **JBCC®** Guarantee for Advance Payment form, obtained by the **contractor** from an institution approved by the **employer**

**GUARANTEE for CONSTRUCTION:** A **security** in terms of the **JBCC®** Guarantee for Construction form, obtained by the **contractor** from an institution approved by the **employer**

**GUARANTEE for PAYMENT:** A **security** in terms of the **JBCC®** Guarantee for Payment form, obtained by the **employer** from an institution approved by the **contractor**

**INTEREST:** The bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first **calendar day** of each month shall be used in calculating the interest due for such month

**JBCC®:** The Joint Building Contracts Committee® NPC

**LATENT DEFECT:** A **defect** that a reasonable inspection of the **works** by the **principal agent** and/or **agents** would not have revealed

**LAW:** The law of the country [CD]

**LIST FOR COMPLETION:** A list that may include marked up drawings and photographs issued by the **principal agent** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

**LIST FOR FINAL COMPLETION:** A list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

**LIST FOR PRACTICAL COMPLETION:** A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

**MATERIALS AND GOODS:** Unfixed materials, goods and/or items prefabricated for inclusion in the **works** whether stored on or off the **site** or in transit

**NOTICE:** A written communication, excluding social media, issued by either **party**, the **principal agent** and/or **agents** to the other **party**, the **principal agent** and/or **agents** to, inter alia, record an event, request for outstanding **construction information** and/or where **suspension** and/or resumption of the **works** and/or termination of this **agreement** is contemplated

**PARTY:** The **employer** and/or the **contractor** and "**parties**" shall refer to both of them

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the **principal agent** to the **parties** certifying the amount due and payable in terms of the **JBCC®** Payment Certificate format

**PAYMENT REDUCTION:** The **security** selected by the **contractor** as a payment reduction from the value certified in a **payment certificate**. The **principal agent** shall withhold ten per cent (10%) of each **payment certificate** until five per cent (5%) of the **contract sum** is reached. Half this amount is released at **practical completion** and the remainder included in the **final payment certificate**

**PENALTY:** The stipulated amount per **calendar day** [CD] payable by the **contractor** to the **employer** where the date or the revised date for **practical completion**, whichever is the later, has not been met

**PRACTICAL COMPLETION:** The stage of completion as certified by the **principal agent** where the **works** has been completed and is free of patent **defects** other than minor **defects** identified in the **list for completion** and can be used for the intended purpose [CD]

**PRELIMINARIES:** The **JBCC®** General Preliminaries and/or the items listed in the preliminaries section of the **priced document**

**PRICED DOCUMENT:** The document incorporating quantities and/or rates used in the compilation of the **contract sum** such as **bills of quantities**, **preliminaries** and schedules of rates

**PRIME COST AMOUNT:** An amount included in the **contract sum** for the delivered cost of **materials and goods** obtained from a supplier as instructed by the **principal agent**

**PRINCIPAL AGENT:** The entity [CD] appointed by the **employer** with full authority and obligation to act in terms of this **agreement**

**PROGRAMME:** A diagrammatic representation of the planned execution of units of work or activities indicating the dates for commencement and completion prepared and maintained by the **contractor**

**SECURITY:** A monetary guarantee [CD] provided by the **employer** to the **contractor**, or vice versa, in terms of this **agreement** [CD] from which either **party** may recover expense and loss in the event of default

**SITE:** The land, or place, where the **works** is to be executed [CD]

**STATUS REPORT:** A report compiled by the **principal agent** and/or **agents** in the event of termination of the **agreement**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**. Such **status report** may include marked up drawings and photographs

**SUSPENSION:** The temporary cessation of the **works** by the **contractor**

**TAX:** Value-added tax, general sales tax or similar consumption tax applicable by law

**WORKING DAYS:** **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded annual **contractor's** holiday periods [CD]

**WORKS:** The extent of work to be executed by the **contractor** described in the **agreement** and **contract instructions**, which includes **free issue**, and **materials and goods**. Work or installations to be executed by **direct contractors** and others responsible to the **employer** are excluded [CD]

## 1.2 Interpretation

- 1.2.1 The words 'accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state' and their derivatives require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Reference to a clause number written as [54.3.2] means that specific clause; or clause [54.3.2-4] means sub-clauses 2 to 4 inclusively; or clause [54.3.2 & 4] means sub-clauses 2 and 4 only
- 1.2.5 The word 'deemed' shall be conclusive that something is fact, regardless of the objective truth

## 2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **parties** shall comply with the **law** [CD], obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall obtain permits, planning, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**
- 2.2 All communication or **notices** between the **parties** shall be in the language of this **agreement** and in a form that can be read, copied and recorded
- 2.3 Legal processes arising out of or concerning this **agreement** may validly be delivered to and served on the **parties** at the physical address of the **parties** recorded in this **agreement**. Either **party** may, at any time, by **notice** to the other, change its physical address provided it is in the same country
- 2.4 **Notices** given in terms of this **agreement** shall be deemed to have been received where:
  - 2.4.1 Delivered by hand - on the day of delivery
  - 2.4.2 Sent by electronic mail, excluding social media - within one (1) **working day**
  - 2.4.3 Sent by registered post - within seven (7) **calendar days** after posting

## 3.0 OFFER, ACCEPTANCE AND ASSIGNMENT

- 3.1 The objective of this **agreement** is the execution of and payment for the **works** for which there has been an offer by the **contractor** and an acceptance by the **employer**
- 3.2 The currency applicable to this **agreement** is as recorded [CD]
- 3.3 This **agreement** shall come into force on the date of acceptance by the **employer** and continue to be of force and effect until the end of the **latent defects** liability period [16.0] notwithstanding termination [21.0] or the certification of **final completion** [16.2.2] and final payment [19.8]
- 3.4 Should any provision of this **agreement** be unenforceable the **parties** shall in good faith agree alternative provisions in terms of this **agreement**
- 3.5 Failure or omission by a **party** to enforce any provision of this **agreement** shall not constitute a waiver of such provision or affect such **party's** rights to require the performance of such provision in the future
- 3.6 Neither **party** shall assign or cede rights or assign rights or obligations under this **agreement** without the prior written consent of the other **party**, which consent shall not be unreasonably withheld

## 4.0 DOCUMENTS

- 4.1 Documents referred to in this **agreement** shall mean the current edition thereof with all amendments thereto as at the date of submission of the **contractor's** tender
- 4.2 The **parties** shall sign the original **agreement** and shall each be issued with a copy thereof. The original signed **agreement** shall be held by the **principal agent** [CD]
- 4.3 The **priced documents** shall not be used as a specification of **materials and goods** or methods
- 4.4 The content of this **agreement** shall not be published or disclosed or used for any purpose other than that specified in this **agreement**
- 4.5 The **principal agent** and/or **agents** shall timeously provide the number of copies of drawings, un-priced **bills of quantities** and other **construction information** at no cost to the **contractor** [CD]

## 5.0 EMPLOYER'S AGENTS

- 5.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of this **agreement**. The **principal agent** has no authority to amend this **agreement**
- 5.2 The **employer** may appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement** [CD]. The **principal agent** shall give **notice** to the **contractor** where such authority is delegated to issue **contract instructions** and perform duties for specific aspects of the **works**

- 5.3 The **principal agent** and/or **agents** shall declare any interest or involvement in the **works** other than a professional interest, where applicable [CD]
- 5.4 Where the **principal agent** fails to act in terms of this **agreement** and/or any **agent** fails to act in terms of delegated authority, the **contractor** shall give **notice** to the **principal agent**, with a copy to the **employer**, to rectify such default within five (5) **working days**. Where such default has not been rectified, the **contractor** may give **notice** to suspend the **works**
- 5.5 Where the **principal agent** or any **agent** fails to act or is unable to act or ceases to be the **principal agent** or an **agent** in terms of this **agreement**, the **employer** shall appoint another **principal agent** or **agent** within ten (10) **working days** of the date of such **notice** from the **contractor**. The **employer** shall not appoint a **principal agent** or an **agent** against whom the **contractor** makes reasonable objection within five (5) **working days** of receipt of **notice** of intention to make such an appointment
- 5.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing their obligations in terms of this **agreement**

## 6.0 PRINCIPAL AGENT

- 6.1 The **principal agent** shall:
- 6.1.1 Administer this **agreement**
- 6.1.2 Meet regularly with the **contractor** and **agents** to monitor progress of the **works**, and to deal with technical and coordination matters. The **principal agent** shall record and timeously distribute the **contract minutes** of such meetings
- 6.1.3 Issue **construction information** timeously
- 6.1.4 Give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** required of the **contractor** to achieve **practical completion** and **final completion**
- 6.1.5 Revise the date for **practical completion** [17.0]
- 6.1.6 Issue a **certificate of practical completion** and a **certificate of final completion** where the **works** has reached the specified standard of completion [15.3.3; 16.2.2]
- 6.1.7 Issue interim **payment certificates** to the **contractor** by the due date [CD] with a copy to the **employer** until the issue of the **final payment certificate** [19.2]
- 6.1.8 Adjust the **contract value** and prepare the **final account** [20.0]

## 7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than the **contractor's** temporary works. The **contractor** shall not be responsible for the coordination of design elements

# INSURANCES AND SECURITIES

## 8.0 RISKS, INDEMNITIES AND INSURANCES

- 8.1 The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
- 8.1.1 Physical loss and repairing damage to the **works** including existing structures and the contents thereof
- 8.1.2 The support of structures being altered or added to and/or the removal of or weakening of or interference with the support of land and/or property adjacent to or within the **site**
- 8.1.3 A defect in **free issue** and/or work to be executed and/or installed in the **works** by a **direct contractor**
- 8.1.4 Design of the **works** (other than **contractor's** temporary works)

8.1.5 **Force majeure**

8.2 The **employer** shall effect and keep in force in the joint names of the **parties** the following insurances from the date of possession of the **site** until the issue of the **certificate of practical completion**

8.2.1 Contract works insurance [CD] for the **works** that shall make provision for **direct contractors** [CD], **free issue** [CD], **materials and goods**, professional fees, temporary works, the clearing away and removing of all debris, any other costs to reinstate the **works** and where required and damage to **employer** owned surrounding property [CD]

8.2.2 Supplementary insurance [CD] for the **works** against loss or damage caused by civil commotion, riot, strike, labour disturbances and lockout to the extent not insured under the contract works insurance

8.2.3 Public liability insurance [CD] providing indemnity in respect of accidental death or injury to any person and accidental loss of or physical damage to tangible property to remain in force to **final completion**

8.2.4 Removal of lateral support insurance [CD] where the **employer** considers that the execution of the **works** could cause the removal of or weakening of or interference with the support of land or property adjacent to or within the **site** (including **employer** owned surrounding property) and the consequences thereof. The **employer** shall appoint an **agent** to design and monitor appropriate support structures for use in excavations and/or in an existing property that forms part of the **works** and/or the **site**

8.2.5 Other insurances [CD]

8.3 The **employer** shall provide the **contractor** with the entire policy wording of such policies

8.4 The **employer** shall give **notice** to the insurers of any relevant changes in respect of this **agreement**

8.5 The **contractor** shall effect and keep in force until the **contractor's** responsibility has ended insurances in respect of his:

8.5.1 Employees

8.5.2 **Construction equipment**

8.6 The **contractor** shall be responsible for the policy deductibles [CD] in respect of the insurances arranged by the **employer** where an action or inaction by the **contractor** is the cause of a claim

8.7 Should any incident or event occur which could give rise to a potential claim in terms of the insurances arranged by the **employer**, the **contractor** shall give **notice** to the **principal agent**

## 9.0 **SECURITIES**

9.1 The **contractor** shall offer one of the following to the **employer**:

9.1.1 A **guarantee for construction**

or...

9.1.2 **Payment reduction**

9.2 The **employer** shall provide to the **contractor** a **guarantee for payment** where required in the accepted tender [CD]. On receipt of such **security** the **contractor** shall waive his lien or right of continuing possession of the **works**, where this has not been waived

9.3 The **parties** shall:

9.3.1 Provide to the other **party** the **security** [CD] within fifteen (15) **working days** of acceptance of the tender

9.3.2 Provide to the other **party** a replacement **security** where the date for **practical completion** is extended to suit the revised **construction period** for an appropriate value at least twenty (20) **working days** prior to its expiry date

9.3.3 Where the **contract value** exceeds the **contract sum** by more than ten per cent (10%), provide an adjusted **security** at the **employer's** expense and provide written proof of such adjustment to the respective **parties**

9.3.4 Return the original (adjusted) **security** form within ten (10) **working days** after its expiry date

- 9.4 Where an advanced payment is required for work prior to installation or for **materials and goods** stored off **site**, the **contractor** shall provide a **guarantee for advance payment** equal in value to the aggregate amount of all such advanced payments [CD]
- 9.5 Where a **party** makes an unjustified call on a **security**, the amount paid and **default interest** shall be paid to the other **party**

## EXECUTION

### 10.0 OBLIGATIONS OF THE EMPLOYER

- 10.1 The **employer** shall:
- 10.1.1 Appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement**
  - 10.1.2 Ensure the **principal agent** and/or **agents** provide all **construction information** timeously to the **contractor**
  - 10.1.3 Record specific requirements [CD] where the existing premises will be in use and occupied during the execution of the **works** including restriction of working hours [CD]
  - 10.1.4 Record and describe relevant natural features and known services [CD] where the **contractor** shall be responsible for their preservation
  - 10.1.5 Define any restrictions to the **site** or areas that the **contractor** may not occupy [CD]
  - 10.1.6 Give possession of the **site** to the **contractor** on the agreed date [CD]
  - 10.1.7 Effect and keep in force insurances in the joint names of the **parties** [CD]
  - 10.1.8 Provide a **guarantee for payment** [9.2], where applicable [CD]
  - 10.1.9 Make payments by the due date [19.9] [CD]
  - 10.1.10 Make advance payment(s), where required [9.4] [CD]
  - 10.1.11 Permit reasonable access to the **works** by the **contractor** subsequent to **practical completion** to fulfil outstanding obligations [15.6]
  - 10.1.12 Supply **free issue** to suit the **programme** [CD]
  - 10.1.13 Define the extent of work to be carried out by a **direct contractor** [13.0] [CD]
- 10.2 The **employer** may employ:
- 10.2.1 **Direct contractors** [CD]
  - 10.2.2 Others to rectify any default of the **contractor** and recover expense and loss resulting from such action

### 11.0 OBLIGATIONS OF THE CONTRACTOR

- 11.1 The **contractor** shall submit to the **principal agent** within fifteen (15) **working days** of acceptance of tender:
- 11.1.1 The **priced document** [CD]
  - 11.1.2 A **programme** for the **works** in sufficient detail to monitor the progress of the **works**
  - 11.1.3 A **guarantee for construction** [9.1.1] [CD]
  - 11.1.4 A **JBCC®** format waiver of lien, where applicable [CD]
- 11.2 The **contractor**, on appointment, shall:
- 11.2.1 Forthwith submit statutory notices for the **works**

- 11.2.2 Designate a competent person to continuously administer and control the **works** as the **contractor's** representative. A **contract instruction** given to the **contractor's** representative shall be deemed to be given to the **contractor**
- 11.2.3 Maintain daily records in compliance with the **law** and provide regular copies to the **principal agent**
- 11.2.4 Provide everything necessary for the proper execution of the **works** in compliance with the **agreement** using materials and workmanship of the quality and standards specified to the approval of the **principal agent**
- 11.2.5 Provide, maintain and remove on completion any temporary structures and **construction equipment**
- 11.2.6 Commence the **works** within ten (10) **working days** and proceed with due diligence, regularity, expedition, skill and appropriate resources to bring the **works** to **practical completion** and to **final completion**
- 11.2.7 Keep on **site** a copy of all **construction information** required for execution of the **works** to which the **employer** and **principal agent** and/or **agents** shall have reasonable access
- 11.2.8 Assist the **principal agent** in the preparation of **payment certificates** [19.1]
- 11.2.9 Allow the **employer** and **agents** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored
- 11.2.10 On achievement of **practical completion** hand over to the **principal agent** all information for the preparation of 'as built' documentation and applicable statutory/regulatory approval certificates
- 11.2.11 On achievement of **final completion** hand over to the **principal agent** all operating and instruction manuals, product guarantees and the like

## 12.0 SETTING OUT

- 12.1 The **principal agent** or an **agent** with delegated authority shall:
  - 12.1.1 Point out boundary pegs or beacons identifying the **site** and the datum level
  - 12.1.2 Define the setting out points and levels required for the execution of the **works**
- 12.2 The **contractor** shall:
  - 12.2.1 Be responsible for the accurate setting out of the **works** notwithstanding checking by others
  - 12.2.2 Be responsible for the preservation and the reinstatement of boundary pegs, beacons and other survey information
  - 12.2.3 Not be responsible for incorrect setting out if incorrect information was issued to the **contractor**
- 12.3 The **contractor** shall immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **principal agent** who shall issue a **contract instruction** on how to proceed with the **works**. Any relics or other articles of value found on the **site** shall remain the property of the **employer**

## 13.0 DIRECT CONTRACTORS

- 13.1 The **contractor** shall:
  - 13.1.1 In accordance with a **contract instruction** from the **principal agent** permit **direct contractors** [CD] to execute and/or install work as part of the **works**. Such access to the **works** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**
  - 13.1.2 Make reasonable allowance in the **programme** for such work or installation
  - 13.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [20.0]
- 13.2 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **agreement**
- 13.3 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**

## 14.0 CONTRACT INSTRUCTIONS

- 14.1 The **principal agent** may issue **contract instructions** to the **contractor** regarding:
- 14.1.1 Rectification of discrepancies, errors in description or quantity or omissions in this **agreement** other than in the **JBCC® Minor Works Agreement**
  - 14.1.2 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
  - 14.1.3 The **site** [12.0]
  - 14.1.4 Compliance with the **law**, regulations and bylaws [2.1]
  - 14.1.5 Provision and testing of samples of **materials and goods** and/or finishes or assemblies of elements of the **works**
  - 14.1.6 Opening up of work for inspection, removal or re-execution
  - 14.1.7 Removal or re-execution of work
  - 14.1.8 Removal or substitution of any **materials and goods**
  - 14.1.9 Protection of the **works**
  - 14.1.10 Making good physical loss and repairing damage to the **works** [8.0]
  - 14.1.11 Rectification of **defects** [16.4, 16.8]
  - 14.1.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
  - 14.1.13 Expenditure of **employer allowances** and/or **prime cost amounts**
  - 14.1.14 Work by **direct contractors** [13.0]
  - 14.1.15 Access by other or previous contractors to remedy defective work
  - 14.1.16 Removal from the **site** of any person employed on the **works**
  - 14.1.17 Removal from the **site** of any person not engaged on or connected with the **works**
  - 14.1.18 On **suspension** or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1]
- 14.2 The **contractor** shall comply with and duly execute all **contract instructions**
- 14.3 Should the **contractor** fail to proceed with a **contract instruction** with due diligence, the **principal agent** may give **notice** to the **contractor** to proceed within five (5) **working days** of receipt of such **notice**. Where the **contractor** remains in default, the **employer** may engage others to carry out such **contract instruction** and may recover expense and/or loss incurred [20.7]
- 14.4 The **contractor** shall not be obliged to carry out a **contract instruction** for additional work issued after the certified date of **practical completion**
- 14.5 Oral instructions shall be of no force or effect

## COMPLETION

### 15.0 PRACTICAL COMPLETION

- 15.1 The **principal agent** shall:
- 15.1.1 Inspect the **works** at appropriate intervals to give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion** [CD]



- 15.1.2 Issue a **contract instruction** [14.0] consequent on such inspection, where necessary
- 15.2 The **contractor** shall:
- 15.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** [CD] has been achieved
- 15.2.2 Give at least five (5) **working days notice** to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 15.3 The **principal agent** shall inspect the **works** within the period stated [CD] and forthwith issue to the **contractor**:
- 15.3.1 A comprehensive and conclusive **list for practical completion** [14.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
- 15.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**
- or ...
- 15.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved
- 15.3.4 A **list for completion** with a copy to the **employer** of items to be rectified and work to be completed
- 15.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, [15.3] the **contractor** shall give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **practical completion** shall be deemed to have been achieved on the date of such **notice** and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 15.5 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred [15.3.3-4]
- 15.6 On issue of the **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien, or right of continuing possession of the **works**, where this has not been waived
- 16.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION**
- 16.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [16.4], whichever is the later
- 16.2 On expiry of the **defects** liability period the **principal agent** shall inspect the **works** and forthwith issue:
- 16.2.1 A **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** where the **works** has not reached **final completion**. The **contractor** shall promptly attend to the items listed, and repeat the procedure until the **certificate of final completion** is issued by the **principal agent**
- or...
- 16.2.2 A **certificate of final completion** to the **contractor** with a copy to the **employer** where the **works** has reached **final completion**
- 16.3 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [16.2.1] the **contractor** shall forthwith give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice**
- 16.4 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [11.2.6] have been fulfilled other than for **latent defects**

- 16.5 The latent defects liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** [16.2.2]
- 16.6 Where termination of this **agreement** occurs before the date of **final completion**, the latent defects liability period shall end:
  - 16.6.1 Five (5) years from the date of termination [21.11]  
or...
  - 16.6.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [21.17], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [21.6]
- 16.7 Where the **contractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have
- 16.8 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the latent defects liability period [3.3]

## 17.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 17.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
  - 17.1.1 Adverse weather conditions
  - 17.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such delay
  - 17.1.3 Making good physical loss and repairing damage to the **works** [8.0] where such risk is beyond the reasonable control of the **parties**
  - 17.1.4 Exercise of statutory power by a body of state, public or local authority that directly affects the execution of the **works**
  - 17.1.5 **Force majeure**
- 17.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [20.0], for a delay to **practical completion** caused by one or more of the following events:
  - 17.2.1 Delayed possession of the **site** [10.1.6]
  - 17.2.2 Making good physical loss and repairing damage to the **works** where the **contractor** is not at risk
  - 17.2.3 **Contract instructions** [14.0] not occasioned by the **contractor's** default
  - 17.2.4 Opening up [14.1.6] and testing of work and **materials and goods** [14.1.5] where such work is in accordance with the **agreement**
  - 17.2.5 Late or incorrect issue of **construction information** [10.1.2; 12.1; 14.1]
  - 17.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible
  - 17.2.7 An act or omission of a **direct contractor** [13.0]
  - 17.2.8 **Suspension of the works**
- 17.3 Where the circumstances in 17.1 or 17.2 do not apply or due to any other cause beyond the **contractor's** control the **contractor** may give **notice** of a possible claim to the **principal agent** on becoming aware of such delay
- 17.4 The **contractor** shall give **notice** at the next site meeting of the cause of such delay and the **working days** claimed and expense and loss incurred where applicable

- 17.5 The **principal agent** shall:
- 17.5.1 Determine the revised date for **practical completion** by granting, reducing or refusing each extension claimed at intervals no greater than ten (10) **working days**
- 17.5.2 Determine the adjustment of the **contract value** where claimed at intervals no greater than ten (10) **working days**
- 17.5.3 Record the details of the delay and adjustment to the **contract value** in the **contract minutes**
- 17.6 Where the **contractor** disagrees with such a decision, the **principal agent** shall give reasons for his decision to revise the date for **practical completion** and/or to adjust the **contract value** and shall record such information in the **contract minutes**. The **contractor** may dispute such reasons and the effects thereof

## 18.0 PENALTY FOR LATE OR NON-COMPLETION

- 18.1 Where the **contractor** fails to bring the **works** to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 18.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give **notice** thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
- 18.2.1 The actual or deemed date of **practical completion** of the **works** [15.3.3]
- 18.2.2 The date of termination [21.6]
- 18.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

## PAYMENT

### 19.0 PAYMENT

- 19.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 19.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the final **payment certificate**. A **payment certificate** may be for a nil or negative amount
- 19.3 Each **payment certificate** shall separately include:
- 19.3.1 A fair estimate of the value of work executed
- 19.3.2 A fair estimate of **materials and goods** [CD]
- 19.3.3 **Security** adjustment [9.1.2]
- 19.3.4 The gross amount certified
- 19.3.5 The amount previously certified
- 19.3.6 Amounts due to either party
- 19.3.7 Tax
- 19.3.8 Interest due [19.9]
- 19.3.9 Other non-taxable amounts
- 19.3.10 The net amount certified due to the **contractor** or the **employer**

- 19.4 The value of **materials and goods** [19.3.2] (excluding **materials and goods off site** or in transit) shall be included in the amount certified only where:
  - 19.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
  - 19.4.2 Stored and suitably protected against loss and damage
- 19.5 The value of **materials and goods** [19.3.2] stored **off site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** as may be acceptable to the **employer** [CD]
- 19.6 **Materials and goods** when certified [19.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 19.7 An interim **payment certificate** shall not be evidence that the **works** and **materials and goods** are in terms of the **agreement**
- 19.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments in the **final payment certificate**
- 19.9 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** including **default interest**, if due, within fourteen (14) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.10 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** including **default interest**, if due, within twenty-one (21) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.11 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give three (3) **working days** notice to comply, failing which the **contractor** may:
  - 19.11.1 **Suspend the works** [21.1]
  - 19.11.2 Exercise the lien, or right of continuing possession of the **works**, where this has not been waived
  - 19.11.3 Call up the **guarantee for payment** [9.2]
- 19.12 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within five (5) **working days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [20.8]
- 19.13 Where the **contractor** disputes the correctness of the **final account** within the period allowed [20.9], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 19.1.4 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

## 20.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

- 20.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on **site**, the **contractor** shall have the right to be present
- 20.2 The **principal agent** shall rectify discrepancies, errors in description or quantity, or omission of items in the **agreement** other than in this **agreement** [14.1.1]
- 20.3 The **principal agent** shall adjust the **contract value** resulting from a **contract instruction** [14.1.2] determined as follows:
  - 20.3.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
  - 20.3.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
  - 20.3.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 20.4 Where the **contractor** has made payment for items not included in the **priced document**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 20.4.1 Charges by authorities
- 20.4.2 The cost of opening up and testing [14.1.6] where the work is according to the **agreement**
- 20.5 The **contractor** shall give **notice** to the **principal agent** of becoming aware of expense and/or loss for which provision was not required in the **contract sum**
- 20.6 The **principal agent** shall:
  - 20.6.1 Omit **employer allowances** [14.1.13] and **prime cost amounts** from the **contract sum** and determine the actual value of such work to be added to the **contract value**
  - 20.6.2 Prorate the **contractor's** allowances for profit and attendance on **employer allowances** and **prime cost amounts**
  - 20.6.3 Adjust the **preliminaries** in the **priced document**
- 20.7 Where the **employer** has incurred expense and loss arising from an insurance claim for which the **contractor** was responsible the **employer** shall provide details thereof to the **principal agent** for adjustment of the **contract value** in the amount stated
- 20.8 The **principal agent** shall prepare and issue the **final account** to the **contractor** within thirty (30) **working days** of the date of **practical completion**
- 20.9 The **contractor** shall accept the **final account** or object with substantiated reasons within fifteen (15) **working days** of receipt thereof failing which the **final account** shall be deemed to be accepted
- 20.10 Should the **contractor** give **notice** objecting to the correctness of the **final account** within the period [20.9] and such objection not be resolved within ten (10) **working days**, or such an extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement

## SUSPENSION OR TERMINATION

### 21.0 SUSPENSION OR TERMINATION

#### Suspension or termination by the contractor

- 21.1 The **contractor** may give **notice** of intention to suspend or terminate this **agreement** where the **employer** has failed to timeously:
  - 21.1.1 Provide and/or maintain a **guarantee for payment** [CD] [9.2]
  - 21.1.2 Give possession of the **site** to the **contractor** [10.1.6]
  - 21.1.3 Pay the amount certified [19.11.1]
  - 21.1.4 Appoint another **principal agent** and/or **agents** [5.5]
  - 21.1.5 Allow the **principal agent** and/or **agents** to exercise fair judgement [5.6]
  - 21.1.6 Effect insurances [8.2]
  - or ...
  - 21.1.7 Where the **principal agent** has failed to timeously issue to the **contractor** **construction information** [10.1.2] or a **payment certificate** [19.2]
- 21.2 Where the **employer** or **principal agent** is in default [21.1.1 – 7] the **contractor** may give five (5) **working days** **notice** to the **employer** of intention to suspend the **works**. Where a specified default in terms of the **notice** has not been remedied the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 21.3 Where the **works** has been suspended [21.1] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** [17.2.8]

- 21.4 Where the **contractor** decides to terminate this **agreement** the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [21.1.1-7] to be remedied within five (5) **working days** of the date of receipt of such **notice**
- 21.5 Where a specified default has not been remedied within such period [21.4] the **contractor** may give **notice** to the **employer** and the **principal agent** of the termination of this **agreement** forthwith
- 21.6 Where this **agreement** is terminated:
- 21.6.1 The **contractor** shall remove temporary structures, **construction equipment** and surplus **materials and goods** from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
- 21.6.2 The latent defects liability period for the completed portion of the **works** shall end on the date of termination [16.5]
- 21.6.3 The **contractor** may be entitled to damages
- 21.6.4 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate**
- 21.6.5 The **guarantee for construction** shall expire on the date of termination
- 21.6.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
- 21.7 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 21.8 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**
- Termination by the employer**
- 21.9 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- 21.9.1 Provide and/or maintain a **guarantee for construction** [CD] [9.1.1]
- 21.9.2 Proceed with the **works** [11.2.6]
- 21.9.3 Comply timeously with a **contract instruction** [14.3]
- 21.10 Where the **employer** contemplates terminating this **agreement** the **principal agent** shall give **notice** to the **contractor** of a specified default [21.9.1-3] to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 21.11 Where a specified default has not been remedied within such period [21.10] the **employer** may give **notice** to the **contractor** of termination of this **agreement** forthwith
- 21.12 The **employer** may:
- 21.12.1 Employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [10.2.2]
- 21.12.2 Use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 21.12.3 Sell temporary structures or **construction equipment** belonging to the **contractor** where the **contractor** fails to remove such items on **notice** to do so, without being responsible for any loss or damage
- 21.12.4 Recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the **works**
- 21.12.5 Apply the **penalty** [18.2] up to the date of termination where the initial or revised date for **practical completion** has passed
- 21.13 The **employer** has the right of recovery against the **contractor**, where applicable, [CD], from the:
- 21.13.1 **Guarantee for construction** until the final payment has been made  
or ...
- 21.13.2 **Payment reduction**

or ...

- 21.13.3 **Guarantee for advance payment** until the outstanding balance has been repaid to the **employer**
- 21.14 The latent defects liability period for the completed portion of the **works** shall end [16.6] five (5) years from the date of termination
- 21.15 Termination of the **works** shall not prejudice any rights the **employer** may have
- 21.16 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

#### **Termination due to impossibility of performance**

- 21.17 Either party may terminate this **agreement** where the **works** is:
- 21.17.1 Stopped for forty-five **calendar days** due to circumstances beyond the control of either **party**
- 21.17.2 Substantially damaged or destroyed
- 21.18 Where either **party** decides to terminate this **agreement** the party seeking termination shall give **notice** to the other **party**
- 21.19 The **contractor** shall:
- 21.19.1 Cease work and ensure that the **works** is safe in terms of the law
- 21.19.2 Remain responsible for the **works** [11.2] until possession is relinquished to the **employer**
- 21.20 Termination shall take effect from the date recorded by the **principal agent** [21.19.2]
- 21.21 The **securities**, where applicable, shall expire and be returned to the **contractor** or **employer**:
- 21.21.1 The **guarantee for payment** shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier
- 21.21.2 The **guarantee for construction** shall expire on the date of termination
- 21.21.3 The **guarantee for advance payment** shall expire on repayment of amounts due to the **employer**
- 21.22 The **principal agent**, in consultation with the **contractor** where possible, shall within twenty (20) **working days** of the date of termination compile and issue to the **parties** a **status report** of the **works** including marked up drawings and photographs recording completed and incomplete work on the date of termination of the **works**
- 21.23 The **principal agent** shall continue to certify the value of the work executed and **materials and goods** until the issue of the **final payment certificate** [19.2; 19.8]
- 21.24 The **principal agent** shall commence and complete the **final account** [20.0] within thirty (30) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for
- 21.25 This clause [21.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

## **DISPUTE RESOLUTION**

### **22.0 DISPUTE RESOLUTION**

- 22.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** out of or concerning this **agreement**, its validity or termination, either **party** may give **notice** of disagreement. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them.
- 22.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, such disagreement shall be deemed to be a dispute and may be referred to adjudication by either **party**
- 22.3 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication

- 22.4 Failure to comply with the procedure described [22.5] shall cause the dispute to be resolved by arbitration and not by adjudication
- 22.5 Where a dispute is referred to adjudication:
- 22.5.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.5.2 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither **party** shall be entitled to legal representation, unless otherwise agreed in writing by the **parties**
- 22.5.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the **parties** notwithstanding that either **party** may give **notice** to refer the determination to arbitration
- 22.5.4 Where the adjudicator has not given a determination within the time period allowed or an extended time period provided in the applicable rules for adjudication either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the claimant
- 22.5.5 The adjudicator shall not be eligible for subsequent appointment as the arbitrator
- 22.6 Where the dispute is referred to arbitration:
- 22.6.1 Arbitration shall not be construed as a review or appeal from any adjudicator's determination and that any such determination by the adjudicator shall remain in force and continue to be implemented until overturned by an arbitration award
- 22.6.2 The resolution of the dispute shall commence anew
- 22.6.3 The referring **party** in the adjudication shall be the claimant in the arbitration
- 22.6.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.6.5 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator
- 22.6.6 The arbitrator shall have the authority to finally determine the dispute including the power to make, open up and revise any certificate, opinion, decision, determination, requisition or **notice** relating to the dispute as if no such certificate, opinion, decision, determination, requisition or **notice** had been issued or given
- 22.6.7 The arbitrator's award shall be final and binding on the **parties**
- 22.7 Where the body to nominate an adjudicator [CD] or an arbitrator [CD] is not specified the referring **party** shall be entitled to stipulate the body that is to nominate the adjudicator or the arbitrator binding the other **party** to accept such nomination
- 22.8 Notwithstanding the provisions relating to the resolution of a disagreement, adjudication or arbitration [22.5; 22.6], the **parties** may, by agreement and at any time, refer a dispute to mediation, in which event:
- 22.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until **notice** by either **party** that they be resumed
- 22.8.2 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**
- 22.8.3 Regardless of the outcome of a mediation the **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses
- 22.9 The **parties** shall continue to perform their obligations in terms of this **agreement**, notwithstanding that a disagreement or dispute exists between them
- 22.10 This clause [22.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**



## AGREEMENT

This **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**.

### The contracting parties

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		

C2

# PRICING DATA

Tender

Part C2: Agreement and Contract

**C2.1**

**PRICING  
INSTRUCTIONS**

## C2.1 PRICING INSTRUCTIONS

1. For the purposes of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

**Unit:**

The unit of measurement for each item of work as defined in the Specification or Project Specifications.

**Quantity:**

The number of units of work for each item.

**Rate:**

The agreed payment per unit of measurement.

**Amount:**

The product of the quantity and the agreed rate for an item.

**Lump Sum:**

An agreed amount for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere, but the quantity of which is not measured in any units.

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. The Bill of Quantities forms an integral part of the contract.
4. The quantities set out in the Bill of Quantities are the estimated quantities of the works. The total of the Prices for the completed contract shall be compiled from the actual quantities of work done, valued at the relevant unit rates and prices.
5. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
7. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
8. If the tenderer should group a number of items together and tender one lump sum for such group of items, this single tendered lump sum shall apply to that group of items and not to each individual item. Should he indicate against any item that full compensation for such item has been included in another item, the rate for that item included in another item shall be deemed to be nil.

9. The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.
10. Rates and lump sums shall also be exclusive of Value Added Tax (VAT). The summary of the Bill of Quantities allows separately for the calculation of an allowance for Value Added Tax (VAT) (output tax in terms of the tenderer). Rates and lump sums shall, however, be inclusive of all other taxes and levies.
11. The short descriptions of items for payment given in the Bill of Quantities are only for the purpose of identifying the items. For more details regarding the extent of the work entailed under each item appear in the Scope.
12. The amounts for Provisional sums and Prime Cost sums are provided by the *Employer*.
13. The Works as executed will be measured for payment in accordance with the methods described in the contract. The nett measurements of mass of the finished work in place shall be taken for payment but excluding any volume or mass of work in excess of that ordered.
14. The amount of work or the quantities of material stated in the Bill of Quantities shall not be considered as restricting or extending the amount of work to be done, or quantity of material to be supplied by the *Contractor*.
15. The stating of quantities of material or amount of work in the Bill of Quantities shall not be regarded as authorisation for the *Contractor* to order material or to execute the work. The *Contractor* shall obtain the *Supervisor's* detailed instructions for all work before ordering any materials for, or executing work, or making arrangements in this regard. Orders of materials shall be made from information contained in the drawings and schedules and not from the Bills of Quantities.
16. Subject to the conditions stated in paragraph 17 below, the rates and lump sums filled in by the tenderer in the Bill of Quantities shall be final and binding and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled Bill of Quantities. The amount will be regarded as being correct, and the *Employer* shall have the right to make such adjustments to the rates as he may deem necessary in order to reconcile the total of the Bill of Quantities with the tender sum. In their own interest tenderers should make doubly sure of the correctness of their tendered rates, the extensions and the tender sum. Refer
17. A tender may be rejected if the unit rates or lump sums for some of the items in the Bill of Quantities are, in the opinion of the *Employer*, unreasonable or out of proportion, and the tenderer fails, within a period of seven (7) days of having been notified in writing by the *Employer* to adjust the unit rates or lump sums for such items, the make adjustments, refer to clause F: 2.17 annex F: Standard Conditions of Tender.
18. All rates and sums quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be ignored.
19. The schedule titled Calculation of Tender Sum includes financial provision for payment of Contract Price Adjustment. Actual payments shall be made in terms of the Conditions of Contract.
20. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
km.pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> .pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> .km	=	cubic metre-kilometre
kW	=	kilowatt
l	=	litre
kl	=	kilolitre
h	=	hour
kg	=	kilogram
t	=	ton (1 000kg)
No	=	number
Sum	=	lump sum
PC sum	=	Prime Cost sum
Prov sum	=	Provisional sum
%	=	percent
MN	=	meganewton
MN.m	=	meganewton-metre
KN	=	Kilonewton
Mpa	=	megapascal

# C2.2

## BILL OF

## QUANTITIES

Tender

Part C2: Agreements and Contract

C2.2

Bill of Quantities

## JBCC MINOR WORKS AGREEMENT PRILIMINARIES SCHEDULE OF RATES

Item No	Description	Unit	Qty	Rate	Amount R
	<b><u>Bill No 1</u></b>				
	<b><u>JBCC MINOR Works 5.2 - May 2018</u></b>				
	<b><u>BUILDING AGREEMENT AND PRELIMINARIES</u></b> <b><u>(SCHEDULE OF RATES)</u></b>				
	<b><u>SECTION A</u></b>				
	<b>Clause 11.0 - Obligations of the Contractor</b>				
1	Contractual Requirements, Statutory and notices	sum	1		
2	Site meetings	sum	1		
3	Storage sheds	sum	1		
4	Water supplies, electric power and communication	sum	1		
	<b>Clause 14 - 0 Contract instructions</b>				
5	Site instruction book	sum	1		
6	Tools and Equipment	sum	1		
	<b><u>SECTION B</u></b>				
	<b>Clause 4.2 Enclosure of the Works</b>				
7	Security for Site Establishment	sum	1		
8	Removing of Site establishment	sum	1		
	<b><u>JBCC MINOR Works 5.2 - May 2018</u></b>				
9	Level 2 Construction Monitoring	sum	1		
	<b>OHS Act, Construction Regulations and Management of the work</b>				
	<b>General safety obligation</b>				
10	Risk assessment	sum	1		
11	Health and safety plan according to the nature of the project	sum	1		
12	COIDA	sum	1		
13	Personal Protective Clothing	sum	10		
	<b>Carried to Summary</b>			<b>Sub total</b>	



**MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY**

Item	Description	Unit	Qty	RATE	Amount R
	<b>BILL NO 1</b>				
	<b>MODELS PREAMBLES FOR TRADES 2008</b>				
	<b><u>SHOULD BE USED</u></b>				
	<b><u>REMOVALS</u></b>				
1	Ceiling including cornice and bradering	m <sup>2</sup>	415		
2	Galvanised gutters	m	270		
3	galvanised down pipes	m	65		
3	Wall tiling	m <sup>2</sup>	25		
4	Ceramic floor tile and floor skiting	m <sup>2</sup>	190		
5	Notice board	no	2		
6	Hand Wash Basin complete with pipe network	no	3		
7	WC pan	no	2		
8	Urinals	no	2		
9	Wooden kitchen unit complete with sink	no	1		
10	Electrical geyser	no	1		
11	Floor carpet and skirting	m <sup>2</sup>	181		
12	Doors	no	4		
13	Blinds	m <sup>2</sup>	87		
14	Steel double glass door	no	3		
16	Broken tinted window pane	m <sup>2</sup>	1		
17	Cleaning up and removing rubbish, debris, vegetation, hedges, bush, etc and trees not exceeding 200mm girth	m <sup>2</sup>	800		
18	Remove steel door frame on one brick wall	no	1		
19	Digging up and removing trees of girth exceeding 200mm not exceeding 500mm girth and remove out of site	no	3		

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

## MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY

[illegible]

### MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY

Item No		Unit	Qty	Rate	Amount R
	<b>BILL NO. 8</b>				
	<b>FLOOR COVERINGS, WALL LININGS ETC</b>				
	<b>SCREED</b>				
1	Prepare the existing screed to receive ceramic tile	m <sup>2</sup>	186		
2	<b>Supply and lay ceramic floor tiles</b>  Finish floors or surfaces with grade 1 acid resisting ceramic tiles 8mm thick and of load of group 4 but of sizes of 300mmx300mm Of approved of colour of practice , all bedded to not Exceeding 8mm wide. After the tiles have been allowed to set For a period of of than 24 hours ,the joint are shall be grouted In with  not less approved epoxy component or acid resistant cement mortar	m <sup>2</sup>	186		
3	<b>Wall tiling</b>  Finish the wall surface with grade 1 acid resisting ceramic tiles 8mm thick and of load of 300 * 300mm of approved colour and SABS code of practice, all bedding not to be less than 8mm thick, after the tiles have been allowed to set for a period of no less than 24hrs the joint shall be grouted in with approved epoxy compound or acid resistance cement	m <sup>2</sup>	60		
4	<b>Aluminium straight edge trim 10mm deep</b>  In floors	m	20		
5	Tile skirting	m	110		
6	Tile carpet to match the existing	m <sup>2</sup>	181		
	Carried to Summary				
	<b>BILL NO. 8 TILING</b>				



**MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY**

Item No	Description	Unit	Qty	Rate	Amount R
	<b><u>BILL NO 9</u></b>				
	<b><u>PLUMBING</u></b>				
	<b><u>SANITARY FITTINGS</u></b>				
1	510 x 405mm 'Hibiscus vitreous china lavatory basin (product code 7050) with two taphole including intergrated overflow and chainstay hole, with two 10mm bolts (product code 84448Z0.	no	3		
2	Orchid or similar approved white vitreous china floor mounted washdown suit (product code 439020) comprising 900 outlet open rim pan with top inlet (product code 439020) with purpose made double flap wooden seat (product code 7041Z0) and including porcelain cistern.	no	3		
3	32mm Basin waste union	no	3		
4	Toilet roll holder	no	3		
5	38m CP bottle trap	no	3		
6	15mm angle valve equivalent to Cobra	no	6		
7	15mm pillar taps equivalent to Cobra	no	6		
8	Flexi connectors 15mm	no	9		
9	Supply and install 200l geyser complete with pipe network, from supply pipe to the hot water draw off points to comply with SABS 0252, Water Supply and Drainage for Building.	no	1		
10	Supply and install 22mm copper pipe network from geysers and to draw off points of sanitarry fittings.	item	1		
	<b><u>GALVANIZED RAIN WATER GOODS</u></b>				
11	Supply and install 120mm * 100mm * 120mm gutte	m	270		
12	Supply and install outlet (round)	no	12		
13	Supply and install off-set (round)	no	12		
14	Supply and install down pipe complete with shoe	no	12		
	<b>Carried to Forward</b>				
	<b>BILL NO 9</b>				
	<b>PLUMBING</b>				

## MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY

Item No	Description	Unit	Qty	Rate B/F	Amount R
	<b>BILL NO 9</b>				
	<b>PLUMBING</b>				
	<b>DRAINAGE SYSTEM</b>				
15	Dig trench for drain place riversand blinding	m	24		
16	Supply and lay 110mm pvc main drain	m	24		
17	Backfill trench to drain	m	24		
18	Extra-over encase drain in concrete	m	5		
19	Supply and fit vent valve	ea	1		
20	Supply and fit gulley	ea	2		
21	Cutting into existing drain	ea	1		
22	Supply and fit rodding/cleaning eye	ea	2		
23	Supply and fit junction(110mm)	ea	6		
24	Supply and fit bend	ea	6		
25	Supply and fit bend with vent horn	ea	2		
26	Backfill and compact to receive paving	m <sup>2</sup>	30		
27	Supply and install shower pipe network complete with undertile stop cocks, shower rose and shower trap	item	1		
	<b>Carried to Summary</b>				
	<b>BILL NO 9</b>				
	<b>PLUMBING</b>				

**MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY**

Item No	Description	Unit	Qty	Rate	Amount R
	<b><u>BILL NO 10</u></b>				
	<b><u>PAINTWORK</u></b>				
	<b><u>PREPARATORY WORK TO NEW WORK</u></b>				
	<u>Plastered surfaces</u>				
	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 cracks shall be opened, filled with a suitable filler and finished smooth.				
	<b><u>ON INTERNAL PLASTERED WALLS</u></b>				
1	Prepare, stop and paint one coat alkalic primer, one coat universal under coat and two coats eggshell enamel paint	m <sup>2</sup>	284		
	<b><u>ON EXTERNAL PLASTERED WALLS</u></b>				
2	Prepare, stop and paint one coat alkalic primer, one coat universal under coat and two coats eggshell enamel paint	m <sup>2</sup>	75		
	<b><u>ON FASCIA BOARD</u></b>				
3	Prepare, stop and paint one coat undercoat and two coat eggshell enamel.	m	270		
	<b><u>ON WINDOW, DOOR FRAMES AND BURGLARS</u></b>				
4	Prepare, one coat under coat and one coat enamel	m <sup>2</sup>	116		
	<b><u>ON CLOSED EAVES CEILING</u></b>				
5	Prepare, stop and paint one coat undercoat and two coat eggshell enamel.	m <sup>2</sup>	164		
	<b><u>GLAZING</u></b>				
	<b>4mm silver float glass copper backed mirrors bevelled and polished edges, holed for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork.</b>				
6	Supply and fit 450 *600mm high.	no	2		
	<b>BILL NO 10</b>				
	<b>PAINTWORK</b>				
	<b>Carried Forward</b>				

### MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY

[illegible]

## MINOR REPAIRS AND RENOVATIONS AT RUSTENBURG NORTH LIBRARY

Item No	Unit	Quantity	Rate	Amount R
<b><u>TITLE AND RISK</u></b>				
Without prejudice to rights of rejection under there conditions,title to and risk in the items passes to DPWR when accepted by DPWR				
<b><u>REJECTION</u></b>				
If the Supplier fails to comply with his obligation under/ contract,DPWR may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.				
In the case of items delivered,DPWR may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required,together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party are paid by the Supplier to DPWR.				
In the case of service,the Supplier corrects non-conformances as indicated by DPWR				
<b><u>WARRANTY ON NEW AIR CONDITIONERS</u></b>				
Without prejudice to any other rights of DPWR under these conditions,the Supplier warrants that the items are in accordance with DPWR's requirements,and fit for the purpose for which they are intended,and will remain free from defects for a period of one year(unless another period is stated in the order)from acceptance of the items by DPWR.				
<b><u>IDEMNITY</u></b>				
The Supplier indemnifies DPWR against all actions,suits, claims,demands, costs,charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory of the Supplier,his subcontractors,agents or servants,or from the Supplier's defective design,materials or workmanship				
The Supplier indemnifies DPWR against claims,proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others,except an infringement which arose out of the use by the Supplier of things provided by DPWR				
<b><u>ASSIGNMENT AND SUBCONTRACTING</u></b>				
The Supplier may not assign or subcontract any part of this order,contract without the written consent of DPWR				

Item No		Unit	Qty	Rate	Amount R
	<b>BILL NO.11</b>				
1	Remove old air conditioners	no	5		
2	Supply,install and commission 12 000Btu Mid-wall split air conditioners.The cost of all necessary materials required for the system fo fully operation must be included Copper pipes,drainage and electrical system fo fully operation	No	4		
3	Supply,install and commission 18 000Btu Mid-wall split air conditioners.The cost of all necessary materials required for the system fo fully operation must be included	No	2		
4	Wire air conditioner with 2,5mm <sup>2</sup> + earth (boardroom and offices )	no	3		
5	Supply and install 6mm <sup>2</sup> *4 core + earth surfix cable	m	50		
6	light cable must be detected for outside light 200m	item	1		
7	Replace existing light with electric pole light complete with lamp.	no	4		
8	Wire resess lights with 2,5mm <sup>2</sup> + earth	no	17		
9	Supply and install 1,2*3 tube rescass light fittings complete with tubes	no	17		
10	Wire stove with 4mm <sup>2</sup> +earth	no	1		
11	Supply and install four plate oven,hob complete with slimlinr cookerhood black	item	1		
12	Supply and install 60A 100*100mm stove isolator complete with covers(steel)	no	1		
13	Replace 100*100mm existing dedicated socket outlet with double socket (steel) complete with covers	no	1		
14	Supply and replace 0.75 KW/230v/50Hz pump	no	1		
	<b>C/F</b>				

Item No		Unit	Qty	Rate	Amount R
	<b>BILL NO.11</b>			B/F	
15	Supply and replace 1,5KW/230/50Hz submiserbale pump complete with control box	no	1		
16	Supply and replace D5 motor complete with lockable system with locks	no	1		
17	Supply and install 30A *2,5KA S/P C/B for guard house	no	1		
18	Supply and install 12 Mod surface D/B	no	1		
19	Supply and install 40A *2,5KA 3P C/B for main(CBI or similar)	no	1		
20	Supply and install 30A *2,5KA 3P C/B (CBI or similar)	no	1		
21	Supply and install 63A*2,5KA S/P E/L (green togle CBI or similar)	no	1		
22	Supply and install 20A *2,5KA S/P C/B	no	4		
23	Supply and install 15 *2,5KA S/P C/B	no	1		
24	Replace 1,5 double fluorescent light fittings complete with tubes	no	3		
25	Replace existing single lever switch with steel single lever switch(crabtree or similar)	no	4		
26	Replace existing two lever switch with steel two lever switch(crabtree or similar)	no	3		
27	replace existing three lever switch with steel three lever switch(crabtree or similar)	no	1		
27	Supply and replace 100mm*100mm socket outlet with double socket outlet (crabtree or similar)	no	4		
28	Supply and install 25A daylight switch	no	1		
29	initial original valid CoC must be handed in for the whole electrical work to the Departmental representative	item	1		

**MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY**

Item	Description	Unit	Qty	Rate	Amount
	<b><u>BILL NO 12</u></b>				
	<b><u>PHYSICAL PERIMETER SECURITY BARRIER</u></b>				
	The most advanced fence, protection of a wall in an invisible form, highly transparent / Unobtrusive, difficult to cut, difficult to climb, defence rated 4 type fence and patent protected.				
	<b><u>POSTS</u></b>				
1	Posts shall be 3m long taper post taper post. Post width shall be 85mm - tapering to 45mm with a depth of 85mm. Post shall include "Locking Recess Mechanism" to secure panel edge. Posts shall be sealed with a UV stabilised polymer cap and fitted with a 12mm base pin.	no	105		
	<b><u>POST FOUNDATION</u></b>				
2	600mm deep * 400mm square 15Mpa concrete	m3	10.1		
	<b><u>PRESSED HIGH DENSITY MESH PANEL</u></b>				
3	Panel shall be of 3.297m width and 3m in height. Panel aperture size (centres) shall be 76.2mm * 12.7mm. The panel shall be reinforced with a 4 * 50mm deep "v" formation horizontal recessed bands (rigidity). Panel shall have 2 * 70 degree flanged along sides (internal fixtures all fixtures shall be on the inside of the fence line). Panel shall have 2 * 30 degree flanges along top and toe (integrated right angle, anti-scale locking devices). Panel post shall have a flush panel post finish with no climbing aid.	no	104		
	<b><u>TOPPING</u></b>				
4	730mm Smart Coil: NATO 5660-99-1515.	m	349.4		
	<b><u>GATES</u></b>				
5	Sliding gate 4m galvanized (AluGalv coated)	no	2		
6	Swing gate 1.2m galvanized (aluGalv coated)	no	1		
	<b>Carried to Summary</b>				



### MINOR REPAIRS AT BOJANALA DISTRICT LIBRARY

Item No		Unit	Qty	Rate	Amount R
	<b>BILL NO 13</b>				
	<b>PROVISIONAL SUMS</b>				
1	<b><u>Drainage System</u></b> Allow the amount of R 5 000.00 for drainage works to be used as directed by the Project Manager and to be deducted in whole or part if not used.	Item	1	5 000.00	5 000.00
2	<b><u>Electro-mechanicall works</u></b> Allow the amount of R 5 000.00 for Electro-mechanical to be used as directed by the Electrical Works Inspector and to be deducted. in whole or part if not used.	Item	1	5 000.00	5 000.00
	<b>Carried to Summary</b>				
	<b>BILL NO 13 PROVISIONAL SUMS</b>				<b>R 10 000.00</b>

SECTION SUMMARY				
Bill No.		Page No.		Amount R
1	REMOVALS			
2	CONCRETE			
3	MASONRY			
4	CAPENTRY AND JOINERY			
5	CEILING, PARTITIONS & ACCESS			
6	IRONMONGERY			
7	PLASTERING			
8	TILING			
9	PLUMBING AND DRAINAGE			
10	PAINT WORK			
11	ELECTRICAL WORK			
12	EXTERNAL WORK			
Carried to Final Sumary				
Section No 2				

7

7

**C3**

**SCOPE OF  
WORK**

## **SCOPE OF WORK**

### **SANS 1921 – 1, Construction requirements for works contracts – Part 1: General engineering and construction works.**

#### **Specification Data**

4.1.7 There are no requirements for drawings, information and calculations for which the contractor is responsible.

4.2.1 The responsibility strategy assigned to the contractor for the work is to supply and construct repair the library and installation of clear-view fence at Rustenburg North Library.

4.3.1 The planning, programmed and method statements are to comply with the following:

National Building Standards and Regulations

Occupational Health and Safety Act and Regulations

SANS

CIDB Project Management

4.12.2 The notice for inspection is two days before

4.9.3 The trees and shrubs which are not to be disturbed are identified during clarification meeting.

4.12.2 The samples of materials, workmanship and finishes that the contractor is to provide and deliver supply and repair the building at **Rustenburg North Library**.

4.14.3 The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:

Site office which shall be used for site meetings and for the contractor 's use. Such an office shall comprise a minimum of 20m2 in area and 3m high, and must be ventilated, have a good lamination, must be reasonably sound proof, and had a hard floor construction. It shall be furnished with a desk on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings.

4.17.1 The requirements for the termination, diversion or maintenance of existing services are:

1) Inform the Project Stakeholders five days before by means of writing or meeting.

Commented [C1]:

Commented [C2R1]:

Commented [C3R1]:

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Commented [C5R1]:

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2) Inform the occupants three days before by means of a letter.

4.1.18 The following standards and specifications shall be in addition to the provisions 4.18:

1) Health and Safety Specifications for Projects and Maintenance Building

2) Construction Regulations

**ADDITIONAL CLAUSE**

**1. Site meetings and procedures**

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

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

**Additional clause:**

**Rubble concrete masonry**

All rubble broken glasses and dry putty, whether grouted or dry, shall be collected, loaded, off loaded and placed by hands.

Water : The Contractor shall make, and upon completion remove, all necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purpose only.

## **HEALTH AND SAFETY SPECIFICATION:**

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### **HEALTH AND SAFETY SPECIFICATION FOR MINOR REPAIRS AT RUSTENBURG NORTH LIBRARY.**

#### **HEALTH AND SAFETY SPECIFICATION**

This Policy serves as a guideline of minimum requirements to be adhered to and does not supersede any Act.

Please implement this policy in conjunction with:

- (a) The Occupational Health and Safety Act with special reference to the Construction Regulations
- (b) The Compensation for Occupational injuries and Disease Act
- (c) Labour Relation Act
- (d) Basic Conditions of employment Act

#### **1. Before commencing with work**

- (a) Contractors must be in possession of a letter of Good Standing with the Compensation commissioner.
- (b) Contractors must submit their Health and Safety Plan to the Principal Agent (Public Works) for approval.
- (c) All statutory appointments shall be in place, i.e.
  - (1) Construction Supervisor
  - (2) Health and Safety Representative
  - (3) Trained First Aiders (1 per 20 employees)
  - (4) Safety Officer (at least SAMTRAC and one year construction experience)
- (d) Risk assessment related to the work are to be submitted by the Contractors.
- (e) Copies of forms for disciplinary action to be submitted by the Contractors.
- (f) Copy of Notification of Construction Work (Construction Reg 3) to be made available to the necessary departments

#### **2. Risk Assessment**

- (a) Risk assessment must be carried out before any activity begins on site.
- (b) The intention is to eliminate risks and therefore ensure a safe and healthy work environment.
- (c) The following guideline are to be followed whilst assessing risks.
  - (1) Each activity to be listed
  - (2) Specific identified hazards are listed against each activity
  - (3) The magnitude of each hazard is rated as low, medium or high
  - (4) All known documentary and supervisory controls are listed, e.g what Safe Work Procedure exist for scaffolds and ladders.
  - (5) The relevant, effectiveness and sufficiency of these controls are assessed

## HEALTH AND SAFETY SPECIFICATION:

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- (6) In the event of deficient controls for the particular activity, action to be taken will be recorded and Safe Work Procedures drawn up persons responsible for implementing and supervising the task are to be nominated and assigned
- (7) Names of employees who have received instruction on the work content and the sequence of the activities listed in the risk assessment are to be recorded
- (8) The responsibility for a proper risk assessment and the implementation thereof remains at all times with the Contractor

### 2.1 Definitions ( to be used in Assessing Risks)

- (a) Activity, in a singular operation which has to be taken in a predetermined order of priority. A series of such operation constitute the assembly of a larger unit of working component. The simpler task is considered to be activity and must be seen as an operation with inherent hazards.
- (b) Frequency is the estimated number of times an event may occur.
- (c) Hazards is the potential to cause harm to a person (illness or injury), damage to equipment or waste of materials.
- (d) Planned Job Observation is an independent observation made during the planned period in which the task is being executed.
- (e) Risk is the probability of an unplanned event occurring within a certain time period as a result of the existence of a hazardous condition or situation
- (f) Severity is the anticipated extent or damage that may occur as a result of an unplanned event.

## 3. Site Establishment and Related Requirements

### 3.1 Allocation of Space

The Principal Agent shall allocate an suitable area near the construction site for the erection of offices, stores, ablution facilities etc.

### 3.2 Site Offices

- (a) Offices etc must be of an acceptable design, of sound construction and maintained in good condition for the duration of the contract
- (b) Offices must be clearly marked to indicate occupancy and function
- (c) Areas around offices must be kept clear of combustibles and refuse at all times

### 3.3 Stores

Equipment, materials and tool stores must be ergonomically designed to facilitate the efficient packing and retrieval of items and to conform to the following minimum requirements:

- (a) Suitable shelving for the storage of light equipment and consumables.
- (b) Robust racks for suspending wire rope, chairs and nylon slings (color coding chart for all slings to be prominently displayed).
- (c) Suitable rack for suspending chain blocks, tritons, coffin chairs etc



## HEALTH AND SAFETY SPECIFICATION:

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- (d) Vertical partitions for storing of cutting and grinding discs.
- (e) Provide a separate partitioned area for damaged equipment to be send away for repair and label accordingly.
- (f) Making provision for numbering portable electrical and other equipment to correspond to their numbers on register – this facilities during Safety Audits and inspection by the Department of Labor.
- (g) All containers must be clearly marked e.g. drinking water, thinners etc.

### 3.4 Workshops

Workshops for site fabrication, assembly, pre – painting must comply to the Occupational Health and Safety Act with regards to construction, noise, lighting, ventilation, fire precautions, housekeeping etc.

### 3.5 Changing Facilities

When required by the Principal Agent, a separate changing facility must be provided for workers

Store rooms must not be used as change rooms. Lockers for storing personal belongings must be available. Materials, tools or other goods not related to the use of a change-room must be stored separately.

### 3.6 Ablution Facilities

Separate toilet and washing facilities must be provided for female staff employed on a site and appropriate notices affixed at the entrance of these areas.

Sanitary facilities must comply with the Occupational Health and Safety Act. Generally where chemical toilets are used it must be provided in the ratio of 1 toilet per 20 people. Toilets must be cleaned and pumped out/ and disinfected weekly. Toilet paper must be made available to all employees.

Washing facilities must include:

- (a) Hand wash basin
- (b) Adequate supply of running water
- (c) Degreasing and toilet soap
- (d) Disposable paper towels
- (e) Proper drainage

If the water supply is not obtained from the supply system of a local authority, it must comply with Facility Regulation 7

External water taps must be provided with drainage and symbolic signs indicating “Drinking Water”.

“No Drinking” signs must be place where applicable.

### 3.7 Eating Facilities

## HEALTH AND SAFETY SPECIFICATION:

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The contractor must provide a suitable under-cover area equipped with seating for employees to have their meals. This facility may be in an area as agreed by Public Works and the Principal

### Lighting 3.7

Artificial illumination levels as stated in ER3 of the OHS Act for various work environments are the absolute minimum necessary to ensure the safety of the workers. When required the Contractor the Contractor must provide sufficient lighting to meet these specification.

### 3.8 Ventilation

The OHS Act, Facilities Regulation, provide minimum airflow requirements for persons performing different activities. Approved extraction equipment must be provided for welding, sand blasting etc in confined space.

### 3.9 Fire Protection

The Contractor must provide their Site Establishments with suitable Fire Extinguishing Equipment.

Site offices must be equipped with one (1) 4.5 kg DCP extinguisher at each entrance door.

Similarly, for stores one (1) 4.5 kg DCP at each entrance.

Portable fire extinguishers are to be mounted on a standard chevron background with the relevant symbolic signs indicating their position erected above them.

Details of Fire extinguishers must be entered in a register which makes provision for the be placed recording of inspections and repairs and the signature of the person appointed to carry out such inspections.

Inspections on a visual and physical basis are to be conducted monthly.

### 3.10 Emergency Numbers

#### 3.11.1 First Aid Boxers

First Aid Boxers are to provided at 1 first aid box per 100 employees and be placed under the control of a qualified First Aider. The boxes are to be stocked as per the minimum requirements as the OHS Act. Records are to be kept in an appropriate register of all treatment done.

#### 3.11.2 Emergency Numbers

List with Emergency Numbers are to be posted at phones and in every office.

### 3.12 Access to Site/Construction Areas

The Contractor shall provide professionally designated and built access stair ways, where necessary, for the access by their workers to any level of the construction work and shall maintain it in a good, safe condition for the duration of the contract.

## HEALTH AND SAFETY SPECIFICATION:

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### 3.13 Stacking and Storage

#### 3.12 Stacking and Storage

The Contractor must arrange for the delivery of his materials in such a manner as to avoid the necessity of having to store materials for a long length of time. A Risk Assessment to identify the hazards associated with the loading and off loading of various materials must be prepared and submitted to ensure that the correct handling equipment is available to perform the work safely.

Safe and neat stacking is required in terms of General Safety Regulation 8 of the OHS Act.

#### 3.14 Scrap and Refuse Removal

The Contractor must set up a practical system for the regular removal from site of all rubble, steel, timber scrap and general refuse.

Refuse bins to the specification given below must be supplied and distributed around the construction area.

The specification for refuse bins is as follows:

- (a) Bin size – 2210 liter
- (b) Painted blue
- (c) Fitted with symbolic “Refuse” sign

Dumping will only be allowed in an area indicated by the Principal Agent.

In cases of poor housekeeping and undue accumulation of refuse/scrap, the Department of Public Works reserves the right to call a general work stoppage until the contractor has cleaned the areas he is responsible for.

#### 3.15 Drains

Storm water and other drains are not to be used for the disposal of fuels, oils, chemicals and other waste matter. Catch pit covers shall be maintained in position.

#### 3.16 Fire Hydrants

Under no circumstances must water from hydrants be used for any purpose other than for lighting fires. Clear access to the hydrants must be maintained.

#### 3.17 Clear Access

Roadways, walkway etc must be maintained in good condition and kept clear of any obstructive material and equipment.

## HEALTH AND SAFETY SPECIFICATION:

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Entrances to stands during road construction must be maintained for the use of the inhabitants.

### 3.18 Contractor Safety Manual

Contractors must submit their corporate safety manual for security by the Projects Safety Department.

### 3.19 Health and Safety Representatives and Meetings

Every Contractor with more than 20 employees shall appoint 1 Safety Representative from that particular project. A monthly inspections will be held by the Safety Representative. Committee meetings will be held monthly and minutes of such meetings will be submitted to the Department Safety Agent.

### 3.19 Hours of work

Contractors must comply with the requirements of the Basic Condition of Employment Act with regards to the number of hours worked per week by their employees.

### 3.20 Man hour returns

Contractors must submit on the 3<sup>rd</sup> working day of each month the number of employees and the hours worked per contract.

## 4. Inspection of Plant and Equipment

All Contractors plant, equipment, vehicles are to comply with requests and may be subjected to Ado inspections by the Department Safety Agent to ensure that legal requirements are met.

### 4.1 Inspection Register

It is the Contractor's responsibility to ensure that details of all items intended for use on a site are entered in a relevant inspection Register.

The initial inspection of equipment is to be carried out by the Contractors competent person.

The Contractors is to maintain the equipment in a good condition and according to legal requirements.

### 4.2 Licenses, Certificates and other Documents

No equipment will be used on site unless current documentation is available for inspections e.g.

- (a) Lifting Gear Test Certificate
- (b) Compressor test Certificate
- (c) Drivers licenses
- (d) Vehicle licenses Certificate etc

## HEALTH AND SAFETY SPECIFICATION:

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### 4.3 Rejection of Equipment

Any item of equipment not meeting the required standard will not be permitted for use on any construction site until the deficiencies noted have been rectified to the satisfaction of the Department Agent.

### 4.4 Standard Register

The Contractor will be required to;

- (a) Set up an initial set of register
- (b) Complete the register for all equipment to be used on site
- (c) Maintain a complete and comprehensive history of the equipment in this registers.

## 5. Personal Protective Equipment (PPE) and Related Safety Requirements

### 5.1 The following minimum requirements must be provided for and adhered to at all times:

Only SABS approved PPE is to be used

- (a) Welding - welding hood
- (b) Grinding - full face visor
- (c) Cutting - full face visor

Additional PPE

- (a) Welding - Spats, apron, respirator
- (b) Grinding - spats and apron
- (c) Gas cutting - spats and apron
- (d) Boots - if there is a risk of foot injuries
- (e) Gumboots - for wet conditions
- (f) Ear plugs - noise areas exceeding 85 Db
- (g) Applicable gloves to be worn for all hand operations

### 5.2 Issue, Replacement and Control of PPE

A dedicated person must

- (a) Control the issue and replacement of equipment
- (b) Keep an up-to-date register, with signatures of the recipients, as proof of having been issued with such an equipment.
- (c) All required PPE is to made available free of charge to employees

## HEALTH AND SAFETY SPECIFICATION:

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### 5.3 Required for off Loading Vehicles

Drivers and/or Assistants required to assist during the loading of vehicles must be provided with the following minimum PPE

- (a) Hard hat
- (b) Safety boots
- (c) Gloves
- (d) Eye protection

### 5.4 Elevated work

Employees working in an elevated position shall be attached to a structure at all times

- (a) A parachute hype harness with shock absorber is to be used for all elevated work.
- (b) All tools in an elevated position must be attached to lanyards and attached to the person or structure.
- (c) Equipment in elevated positions must be tied back to the structure
- (d) No loose lying items will be allowed in elevated positions

### 5.5 Openings/Barricading

All openings/ trenches/ excavations shall be barricaded

Symbolic safety signs are to be displayed

Hand railing shall be installed where openings in floors, staircases exist

## 6 Scaffolding

Proper scaffolding must be provided for working in elevated positions. This is to comply with the OHS Act.

Make-shift access arrangements, such as timber planks across 220 liter drums are not acceptable.

Specific attention must be given regarding compliance to the following:

- (a) Bracing of scaffolds
- (b) Access ladders
- (c) Scaffold planks
- (d) Securing of the planks
- (e) Board to be lifted
- (f) Condition of the planks – discard when broken or cracked
- (g) Nomination and appointment in writing of a competent person for the supervision of the erection, maintenance and dismantling of scaffolding.
- (h) Symbolic signs displayed depicting as applicable; safe to use or not safe to use.

Ladders must be provided for safe access to working platforms.

## 6. Main Cages/Cherry Picker

## HEALTH AND SAFETY SPECIFICATION:

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Main Cages must comply with the requirements of OHS Act.

No user of machinery shall require or permit any person to be moved or supported by means of lifting machine fitted with cradle unless approved for that purpose by an inspector.

A certificate of approval from thru the inspector of the Department of Labor shall be submitted to the Department Safety Agent before such equipment is used.

### 7. Builders Hoist

These Hoist shall comply with the OHS Act

### 8. Tools Equipment

#### 8.1 Lifting Equipment

Lifting equipment shall comply with the safety factor as stipulated in the OHS Act.

All items shall be clearly marked with:

- (a) A unique number for identification and maintenance purpose
- (b) The safe working load shall be displayed
- (c) All hooks to be lifted with safety catch
- (d) Storage of equipment shall be approved by the Principal Agent

#### 8.2 Hand Tools

The contractor shall carry out regular inspections to ensure that all hand tools are in a safe working condition.

Homemade and/or sub standard tools will be confiscated and stored until the end of the project.

#### 8.3 Explosive Powered Tools

The Principal Agent shall be advised before explosive powered tools are used on site:

No contractor shall use or permit any person to use an explosive powered tool unless:

- (a) It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles;
- (b) The firing mechanism is so designed that the explosive powered tool will not function unless
  - (1) It is held against the surface with a force of at least twice its weight; and
  - (2) The angle of inclination of the barrel to the work surface is not more than 15 degrees from the right angle (90 degrees)

Provided that the provisions of this regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

The user of an explosive powered tool shall ensure that:

## HEALTH AND SAFETY SPECIFICATION:

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- (a) Only cartridges suited for the explosive powered tool and the worked to be performed are used;
- (b) The explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;
- (c) That the safety devices are in proper working order prior to use;
- (d) When not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;
- (e) The explosive powered tool is not stored in a loaded condition;
- (f) A warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;
- (g) The issuing and collecting of cartridges and nails or studs is:
  - (1) Controlled and done in writing by a person having been appointed in writing; and
  - (2) Recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spoil and unspent cartridges;
- (h) No contractor shall permit or require any person to use an explosive powered tool unless such person has been:
  - (1) Provided with the users suitable protective equipment; and
  - (2) Trained in the operation, maintenance and use of such tool.

### 8.4 Portable Electrical Equipment

The Contractor must ensure that all portable electrical equipment has been approved by a competent person before use on site and has:

- (a) Been tagged/identified with unique number
- (b) Been entered into a register
- (c) A planned maintenance programmed for such equipment for inspection at regular intervals.

### 8.5 Pedestal Mounted Grinding Machines

- (a) Grinding wheels must be mounted according to manufacture specifications;
- (b) The manufacture speed of the spindle (rpm) shall be displayed on the machine;
- (c) Guards shall be fitted to the machine
- (d) The distance between the work risk and the grinding face of the wheel shall not exceed 3 mm;
- (e) Notice that the use of eye protection is mandatory shall be posted

### 8.6 Portable Angle Grinders

- (a) The spindle must be clearly indicated
- (b) No disc with a related speed less than the Grinder Spindle Speed shall be used
- (c) The correct disc i.e. Grinding or Cutting shall be used for grinding or cutting activities

### 8.7 Welding Machines

Welding machines shall be marked and entered into a Register for maintenance purpose. Frequent inspections shall be carried out on these machines.



## HEALTH AND SAFETY SPECIFICATION:

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### 8.8 Electrical Distribution Boards

- (a) All DB's shall be numbered, registered and inspected by a competent person on regular basis.
- (b) All DB's shall be fitted with earth leakage protection.
- (c) Sensitivity tests shall be regularly conducted and findings recorded
- (d) DB's shall have no open conducts or places where accidental electrical contact is possible

### 8.9 Machine Guarding

Machines which are inadequately guarded in terms of the OHS Act shall not be permitted on a construction site.

### 8.10 Ladders

Ladders must be conspicuously numbered, details entered in a Ladder Register, regular inspected and signed by the appointed competent person.

Ladders must conform to the specification of the OHS Act

### 8.11 Truck Mounted/Mobile Cranes

Road worthiness – lights, indicators, reverse alarm etc must be in a good working condition. A fire extinguisher must be fitted.

All operators/drivers shall be in the possession of:

- (a) A valid medical certificate
- (b) A valid driver's license

The truck mounted/mobile cranes shall have:

- (a) Three monthly inspection records
- (b) Twelve monthly test report
- (c) Rope Test Certificate Hooks popped marked and recorded
- (d) Load indicator
- (e) Load limiting device
- (f) Safe Working load clearly displayed on boom

### 8.12 Heavy vehicles/Construction vehicles

- (a) Operators must be in possession of authorization for operating the vehicle
- (b) Road worthiness of the vehicle is not negotiable
- (c) Inspection records shall be available
- (d) Vehicles must be fitted with reverse hooters and fire extinguishers

### 8.13 Compressors

The following requirements are applicable:

- (a) Register and check list must be kept updated and available on site
- (b) Stationery compressors must be re-tested after each repositioning
- (c) The use of compressed air for blowing dust from clothing is forbidden
- (d) Permission must be obtained from the Principal Agent for the blowing of debris and any other similar application

## HEALTH AND SAFETY SPECIFICATION:

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- (e) Before re-fuelling mobile equipment must be switched off
- (f) Adhere to the following before use:
  - (1) Data plate displayed
  - (2) Valid test certificate
  - (3) Gauge in working condition
  - (4) Safety valve fitted, locked/sealed

### 8.14 LPG Gas Storage

Storage facilities for oxygen, acetylene, argon nitrogen and liquid petroleum should comply with the following:

- (a) A steel framed structure, effectively earth bonded;
- (b) Fully enclosed with a minimum of 12 gauge mesh fencing
- (c) IBR roof covering
- (d) Lockable gates
- (e) To be positioned 10 m away from any building
- (f) Partitions to be provided for full and empty cylinders
- (g) Signs reading EMPTY and FULL to be erected
- (h) 2 x 4.5 kg DPC extinguishers to be mounted
- (i) The following signs to be fitted outside the storage facility
  - (1) No smoking sign
  - (2) Symbolic fire extinguisher sign
  - (3) No naked flame sign

Gas cylinders to be

- (1) Stored separately for each type of gas
- (2) Individually secured with chains
- (3) Stored upright position and attached to a steel rack
- (4) Gas cylinders trolleys to be provided for moving gas cylinders around the site

### 8.15 Hazardous substances

#### 10.1 Control

Material safety data sheets are to be available on site and should reflect the following:

- (a) Product and Manufacture
- (b) Chemical composition
- (c) Hazard identification
- (d) First aid measures
- (e) Fire fighting measures
- (f) Accidental release measures
- (g) Handling and storage
- (h) Personal protective equipment required
- (i) Physical properties
- (j) Stability and reactivity

#### 10.2 Storage handling

## HEALTH AND SAFETY SPECIFICATION:

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To be stored separately in a dedicated store according to the specifications of the manufacturer. All users to receive training and records of such training to be kept.

### 10.3 Warning signs

- (a) All containers to be clearly labeled
- (b) If store-room is provided the door shall be marked "Hazards substance"

### 10.4 Disposal

No hazardous substances shall be discharged into any drain without the approval of the Construction Manager.

### 11. Fire fighting and training

The Contractor is to ensure that there are persons available who know how to handle a Fire extinguisher.

All fire extinguishers shall be:

- (a) Conspicuously numbered
- (b) Entered on a register
- (c) Serviced annually

### 12. Underground services

No digging, trenching, drilling or any other excavation work may commence without the permission of the Principal Agent. Underground services must be exposed by hand.

### 13. Overhead services

Before any work is undertaken in the vicinity of overhead lines a formal inspection shall be conducted.

Permission for the use of earthmoving machines, mobile cranes etc shall be granted by the Principal Agent.

The Contractor shall ensure at all times that no contact with overhead lines will take place during construction activities.

### 14. Excavation guidelines

As a general guideline, protection against the collapse of walls in any excavation exceeding 1.5 m shall be by any of the following method:

- (a) Adequate shoring and bracing
- (b) Batter back the sides to below the angle of repose of the soil ( an angle of 45 degree is recommended)
- (c) Soil to be removed 2 meters away from the excavation

Protection of excavations shall be solid physical barrier. Entrances to stands in the villages shall be maintained.

HEALTH AND SAFETY SPECIFICATION:

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Adequate signs shall be displayed at all access areas to the site.

**COTRACTOR’S HEALTH AND SAFETY DECLARATION**

In terms of Clause 4(4) of the OHS 1993 Construction Regulations 2014 (referred to as “the Regulations” hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and OHS 1993 Construction Regulation 2014.

To that effect a person duly authorized by the tendered must complete and sign the declaration hereafter in detail.

11. Fire fighting and training

Artificial  
.....  
.....  
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## HEALTH AND SAFETY SPECIFICATION:

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**C4**

**SITE  
INFORMATION**



Waste pipes leaking, flush master leaking and Stopcock faulty.



Toilet to be replaced with new, galvanised pipes to be replaced with copper pipe with new angle valve.



The sink taps are leaking as the results the countertop got damaged.



The floor tiles are broken and out, they need replacement





The kitchen window is broken



Hand wash basin to be replaced complete with waste pipes and fittings,  
leaking taps



Incinerator chimney to be removed, opening to be sealed and made good.



Painted surfaces to be cleaned and repainted.



Carpeted areas to be removed (All offices) and hall area to be deep cleaned and made good.



Rhino board ceilings damaged and stained, to be removed and replaced with suspended ceiling.







Rainwater goods replacement

Wall and roof metal surface cleaning and external painting





Roof structure to be cleaned, sealed, made good and painted.

**DEPARTMENT OF PUBLIC WORKS AND ROAD**

**Site Briefing Certificate:**  
***Project Name:***

**BDPWR 0062/21: MINOR REPAIRS AND RENOVATIONS OF BOJANALA  
DISTRICT LIBRARY AT RUSTENBURG LOCAL MUNICIPALITY**

This is to confirm that ..... Representing  
(Name & Surname)

..... attended Site Briefing on the  
(Name of Company)

**11 February 2022 @ 10h00 at the *BOJANALA DISTRICT LIBRARY*  
(*Rustenburg North, C/o Foord and Benoni Street*)**

Signature: .....

Date: .....

Departmental Representative: .....